



**New Mexico Environment Department
Drinking Water Bureau**

Water Conservation Fund Fiscal Year 2021 Annual Report

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Executive Summary

The *Water Conservation Fund (WCF) Report* summarizes State fiscal year (FY) 2021 expenditures and accomplishments delivered by the New Mexico Environment Department (NMED) Drinking Water Bureau (DWB). Established by legislation in 1993, the WCF charges the operator of a public water system (PWS) a fee of \$0.03 per thousand gallons of drinking water produced. The Taxation and Revenue Department (TRD) manages fee collection and deposits those fees into the WCF. NMED DWB administers expenditures from the WCF and provides sampling and laboratory analytical services to PWSs. These funds are utilized for Safe Drinking Water Act (SDWA) compliance sampling and reporting requirements for approximately 1,005 PWSs in New Mexico. The WCF ensures critical drinking water sampling is conducted in accordance with regulatory requirements, ensures water provided to New Mexicans by regulated public water systems is tested on a regular schedule, and ensures that New Mexico's drinking water is compliant with state and federal regulations.

In FY 2021 there was an overall expenditure from the WCF in the amount of \$2,632,786.51. The majority of those expenditures provided a direct benefit to the PWSs by relieving them of entry point sampling costs and laboratory analytical costs. During FY 2021, 72% of WCF expenses were spent on laboratory analytical services, 22% covered costs of the DWB staff performing services directly related to the administration of the fund, 4% was spent on "other costs" such as rent, vehicles, supplies and equipment needed for implementation of the sampling program, and finally 2% was expended on NMED indirect costs. These expenditures reflect that \$2,472,710.78, or 94% of the WCF funds used in FY 2021 directly benefited public water systems through sampling and analytical services. Approximately 67,000 monitoring results were reported to the DWB in FY 2021, with approximately 63,000 samples being paid for by the WCF. The DWB houses all sampling data in the Safe Drinking Water Information System (SDWIS) database, which is the primary means of communicating sampling and compliance data to the United States Environmental Protection Agency (EPA).

In FY 2021, NMED covered all required sampling costs through the WCF except for disinfection byproducts and asbestos analyses. These were not covered by the WCF for calendar year 2021, with January-June 2021 falling in FY 2021. NMED is continuing to work to ensure the long-term solvency of this important fund by exploring and implementing strategies to increase fund revenues and mitigate increased costs associated with inflation and regulation changes. Based on information available at the time NMED prepared this report, we project that drinking water testing costs for all New Mexico PWSs may increase by as much as 6% over the next five years, due in large part to new monitoring requirements for lead, copper and emerging contaminants, such as per- and polyfluoroalkyl substances, a class of chemicals commonly known as PFAS. These projections do not include sampling costs for Unregulated Contaminant Monitoring Rule (UCMR) sampling that will be required from 2023 through 2025. UCMR sampling may increase sampling costs by an additional 5% per year during monitoring cycles.

This report provides accountability and transparency on how NMED administers the WCF. The actual expenditures for FY 2021 and the benefits provided to public water systems throughout the State are described in this report.

Introduction

The Water Conservation Fund (WCF) was established in 1993 and subsequently amended in 2013. The fund is administered by the New Mexico Environment Department (NMED) Drinking Water Bureau (DWB) for uses that are authorized within the legislation. The regulations pertaining to the Environmental Improvement Act [3.29.13 NMAC based on Section 74-1-13 New Mexico Statutes Annotated (NMSA) 1978] authorize a water conservation fee and created a fund to be administered by the NMED. The following describes the legislation and implementation of the WCF. Section 74-1-13 NMSA 1978 is provided in **Appendix A**.

Per 74-1-13 NMSA a water conservation fee is imposed upon every public water system (PWS) in the amount of \$0.03 per 1,000 gallons of water produced. The NMED administers the WCF to support PWS compliance with the federal Safe Drinking Water Act (SDWA) and NM Drinking Water Regulations. The WCF is primarily used to test public water supplies for regulated contaminants. All PWSs, with the exception of tribal and federally owned facilities, are subject to this fee. Tribal and federally owned PWSs must cover the costs of compliance sampling for their own facilities. Sampling and testing requirements are summarized in **Appendix B**.

Compliance sampling conducted under the WCF is completed in two ways. Samples at PWSs that are required to be collected at the water system entry point are collected by the NMED DWB WCF Sampling Team. Samples that are required to be taken from within the PWSs distribution are required to be collected by the PWSs certified operator or certified sampler. These samples are then analyzed by certified laboratories and the laboratories report the results of those samples to the PWS and the DWB.

In 2020, the NMED DWB began development of a procedure for creating an annual list of contaminants for which analytical testing will be paid during each calendar year in accordance with State law. NMED DWB finalized the procedure in August 2021, and it was revised in November 2021 to further clarify the legal interpretation of the 2013 amendment to the Statute. The procedure defines the processes that DWB uses to compile the list of contaminants based upon the availability of funds within the WCF, the needs of the public water systems, as well as public health considerations. **See Appendix C**.

Per the procedure, the list of contaminants that will be paid by the WCF is provided to stakeholders and the New Mexico Municipal League by September 15th of each year. This allows PWSs to prepare for individual budget adjustments during the upcoming fiscal year. If NMED proposes to cut services during the next Calendar Year, NMED will open a 30-day comment period from the date the list is initially provided. The list of contaminants is finalized by October 31st and implemented January 1st the following calendar year.

As staffing resources allow, the DWB will work to memorialize this process through formal rulemaking before the Environmental Improvement Board as stated in the WCF statute Section 74-1-13 NMSA 1978, "The department shall establish by rule procedures to compile the list and to determine which contaminants that require testing will be tested in the subsequent twelve months."

Formalizing this process through rulemaking will allow for stakeholder participation and comment as required by the rulemaking process.

1.0 WCF Financial Overview for State Fiscal Year 2021

The following is an overview of revenue and expenditures for the WCF during FY 2021.

1.1 Revenues

Revenues for FY 2021 are summarized in Table 1.1.1. The fund balance is calculated at the end of the fiscal year. Any unspent funds are returned to the WCF and applied to the balance of the fund. At the start of FY 2021, the WCF balance was \$955,779. While revenue was fairly static from FY 2015 through FY 2020 there was an increase in revenue of approximately \$700,000 during FY 2021 as compared to the prior year. NMED does not receive specific water usage data that would help determine the specific reason for the increase in revenues, but the increase in revenue during FY 2021 may be tied to COVID-19 public health orders and many people teleworking from home and thus using more water throughout the year. In addition, DWB collaborated with TRD to ensure compliance with WCF payments as required.

In addition to the revenues received through water production and usage at PWSs, the WCF at times collects a small amount of revenues that are received through Administrative Compliance Orders (ACO) issued to public water systems. An ACO and any associated penalties are issued when a PWS does not comply with regulatory requirements. FY 2021 penalty revenue is provided in Table 1.1.2.

Table 1.1.1

Fiscal Year 2021 WCF Payments	
Month	WCF Payment
July 2020	\$238,148
August	\$381,545
September	\$274,581
October	\$199,839
November	\$153,890
December	\$182,480
January 2021	\$147,103
February	\$208,080
March	\$159,574
April	\$344,319
May	\$181,767
June	\$502,212
TOTAL Revenues	\$2,973,538

Table 1.1.2

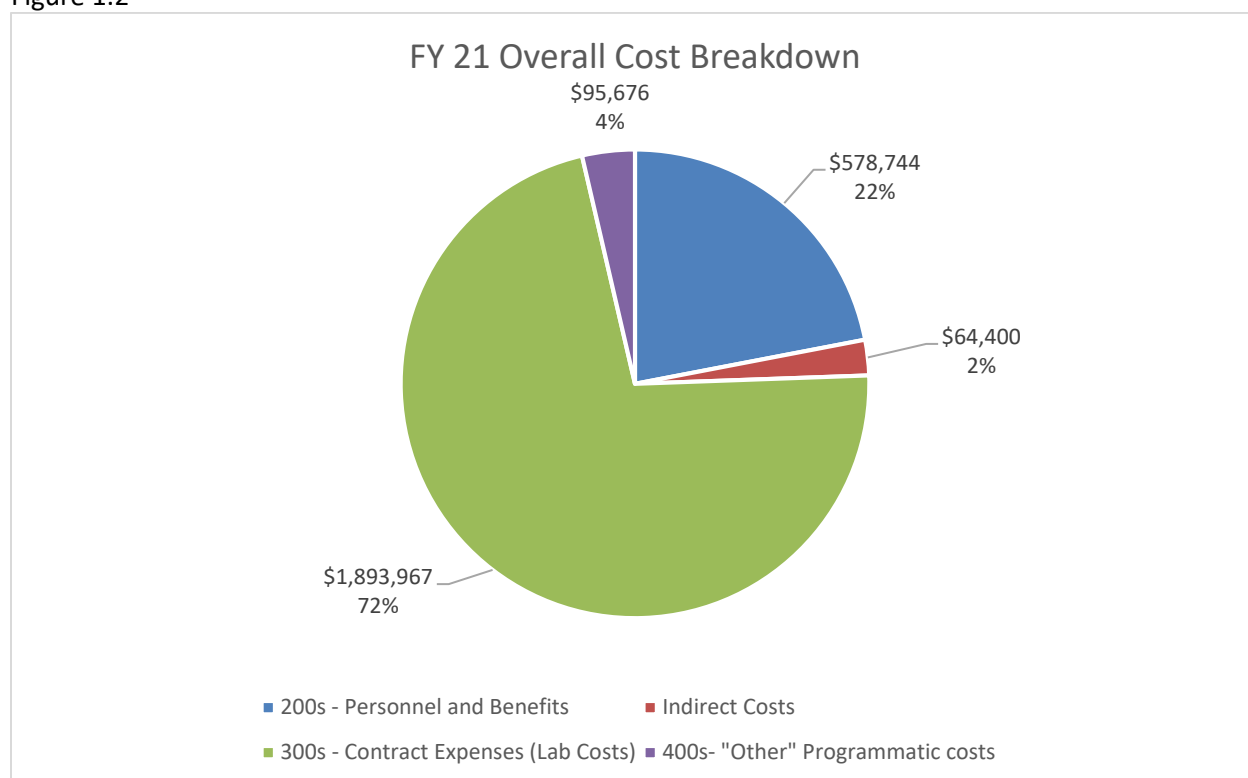
Fiscal Year 2021 WCF Additional Revenue*	
Month	WCF Payment
July 2020	\$250
August	\$0
September	\$25,000
October	\$0
November	\$0
December	\$0
January 2021	\$0
February	\$0
March	\$0
April	\$0
May	\$0
June	\$0
TOTAL Revenues	\$25,250

*Table 1.1.2 provides WCF additional revenue data that was paid to NMED during FY 2021. These revenues are generated from penalties issued to Public Water Systems through Administrative Compliance Orders. Per State statute, any such penalties are deposited into the WCF.

1.2 Expenditures

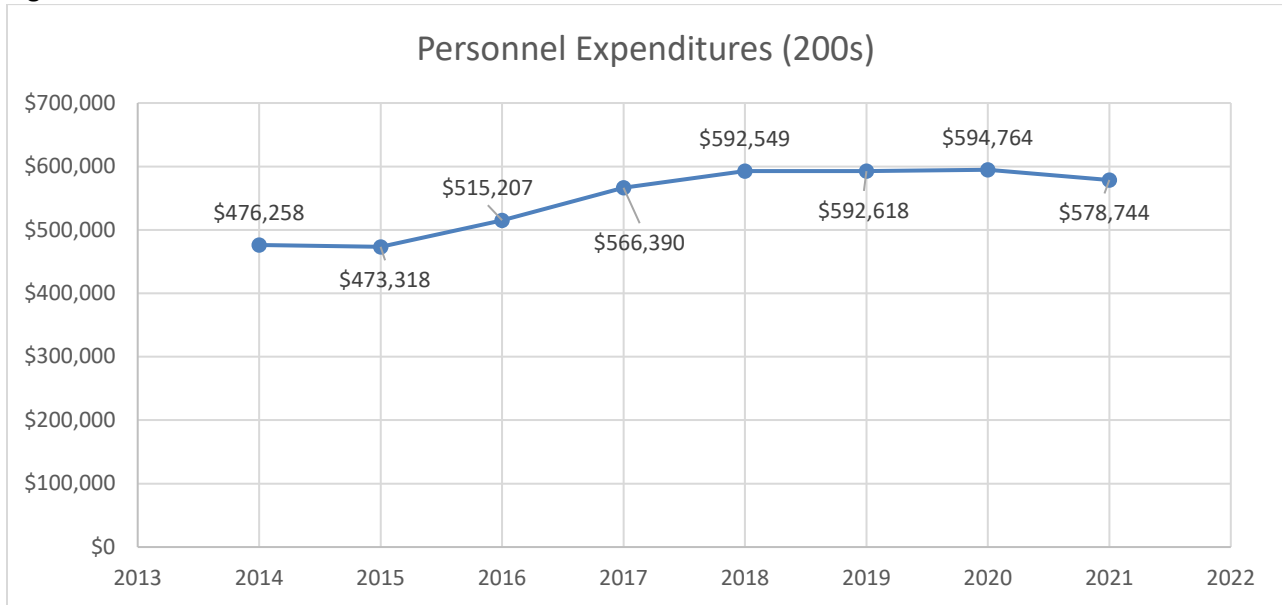
During FY 2021, 94% of WCF funds were used to directly benefit the public water systems through sampling and analytical services. FY 2021 expenditures of the WCF are broken down into four categories that are shown in Figure 1.2. Additionally, Figure 1.2.1 through Figure 1.2.4 show the trend for each expense category.

Figure 1.2



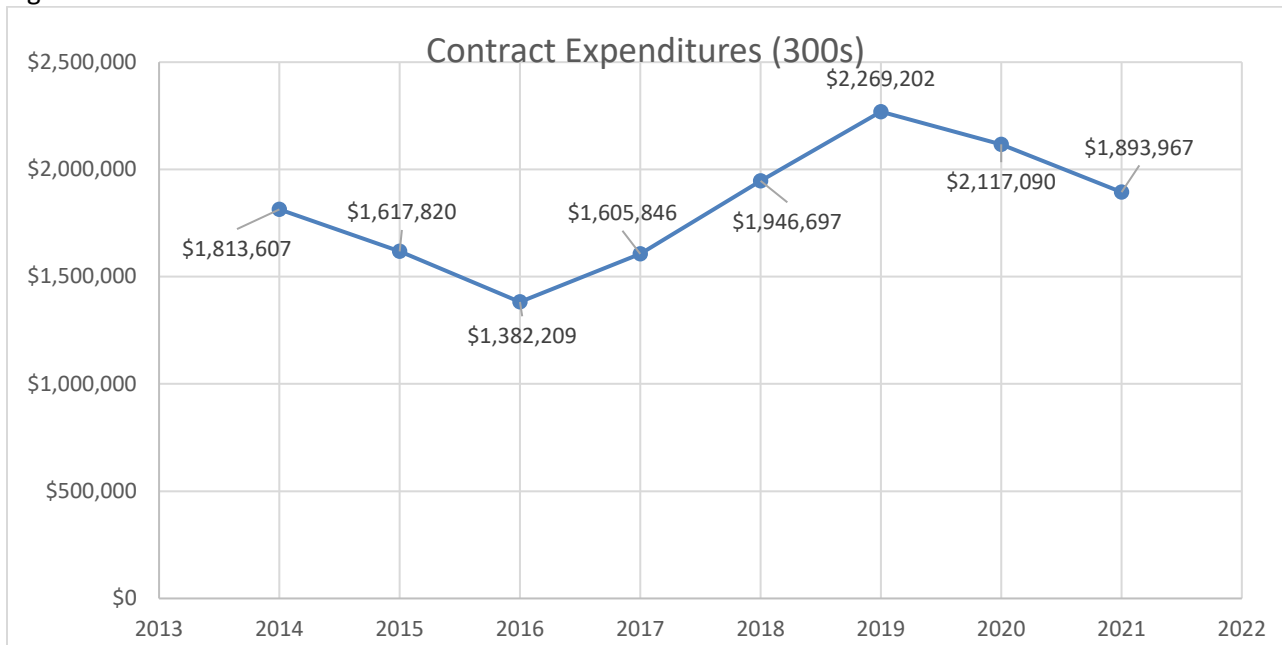
1.2.1 Salaries and Benefits include the salaries of the WCF Manager and seven (7) sampling staff. Tasks include administration of the fund, sample planning and collection activities, report development, and administrative activities.

Figure 1.2.1



1.2.2 Laboratory Analytical Services are the water sampling analysis services provided by NMED contract laboratories and paid by the WCF.

Figure 1.2.2



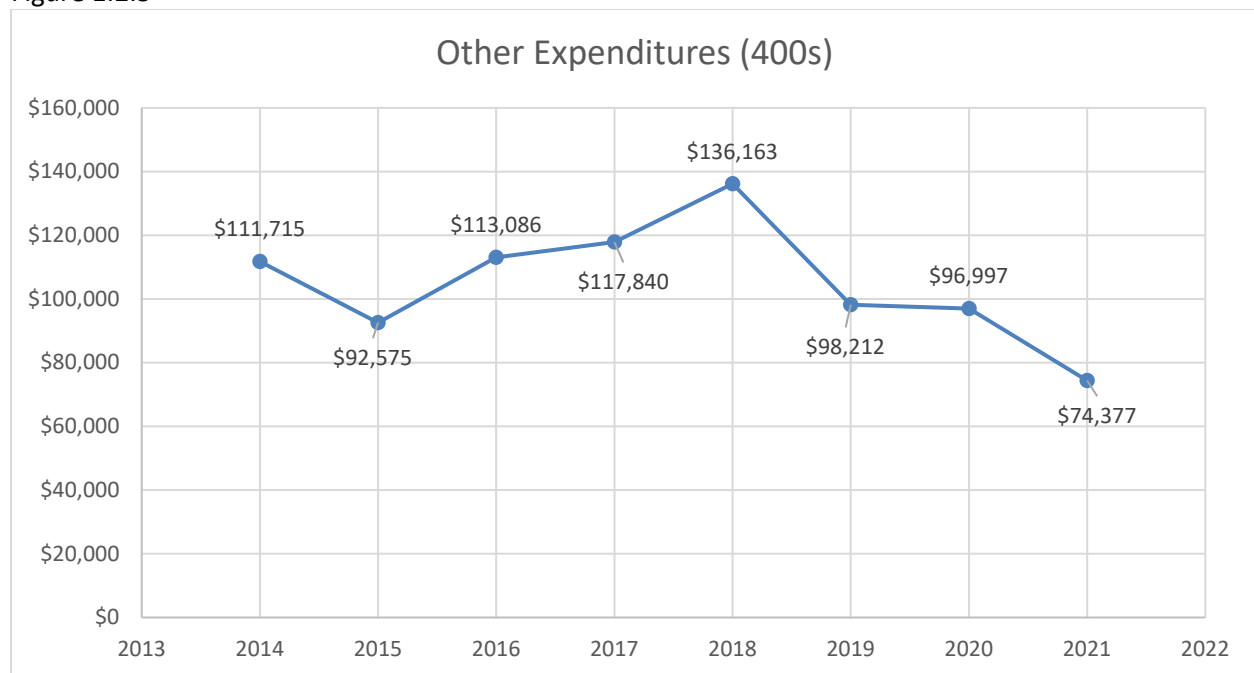
The laboratory contracts/price agreements/Memorandum of Agreement* that were in place during FY 2021 can be found in **Appendix E** and include the following:

- Chemical Analysis for Drinking Water Price Agreement #80-667-18-27650; executed 10/9/18, expired 10/8/20.
- Chemical Analysis for Drinking Water Price Agreement #10-66700-21-27669; executed 4/19/21, expires 4/18/25.
- Microbiological Water Testing Price Agreement #80-667-18-27642; executed 3/26/18, expires 3/25/22.
- Microscopic Particulate Analysis for Drinking Water Price Agreement # 80-667-18-27646; executed 7/30/18, expires 7/29/22.
- Scientific Laboratory Division IGA No. 11-667-4000-0002 (SLD Fee Schedule for FY 2021).

*The laboratory price agreements are agency specific price agreements and not considered statewide price agreements; therefore, public water systems are not allowed to utilize the pricing offered to the Drinking Water Bureau.

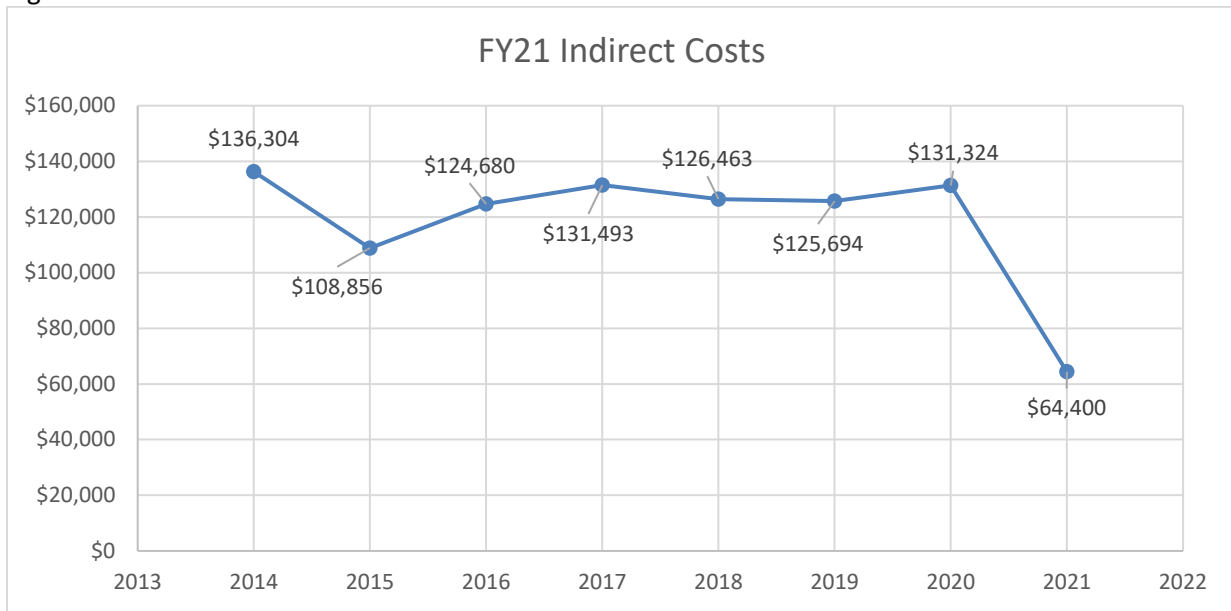
1.2.3 “Other” Expenses include costs such as rent, vehicles, gas, equipment, shipping, travel and other items that are required to carry out the services provided by the NMED WCF sampling program.

Figure 1.2.3



1.2.4 Indirect Costs are costs that are not directly attributable to a project such as various overhead, administrative, and information technology expenditures. The agency’s indirect cost rate is applied only to expenditures from the WCF for salaries and benefits (200s). During FY 2021, NMED reduced WCF indirect costs in order to minimize overhead charges to the fund as part of NMED’s efforts to ensure near-term solvency. In future fiscal years, indirect costs charged to the fund are expected to return to FY17-FY20 levels.

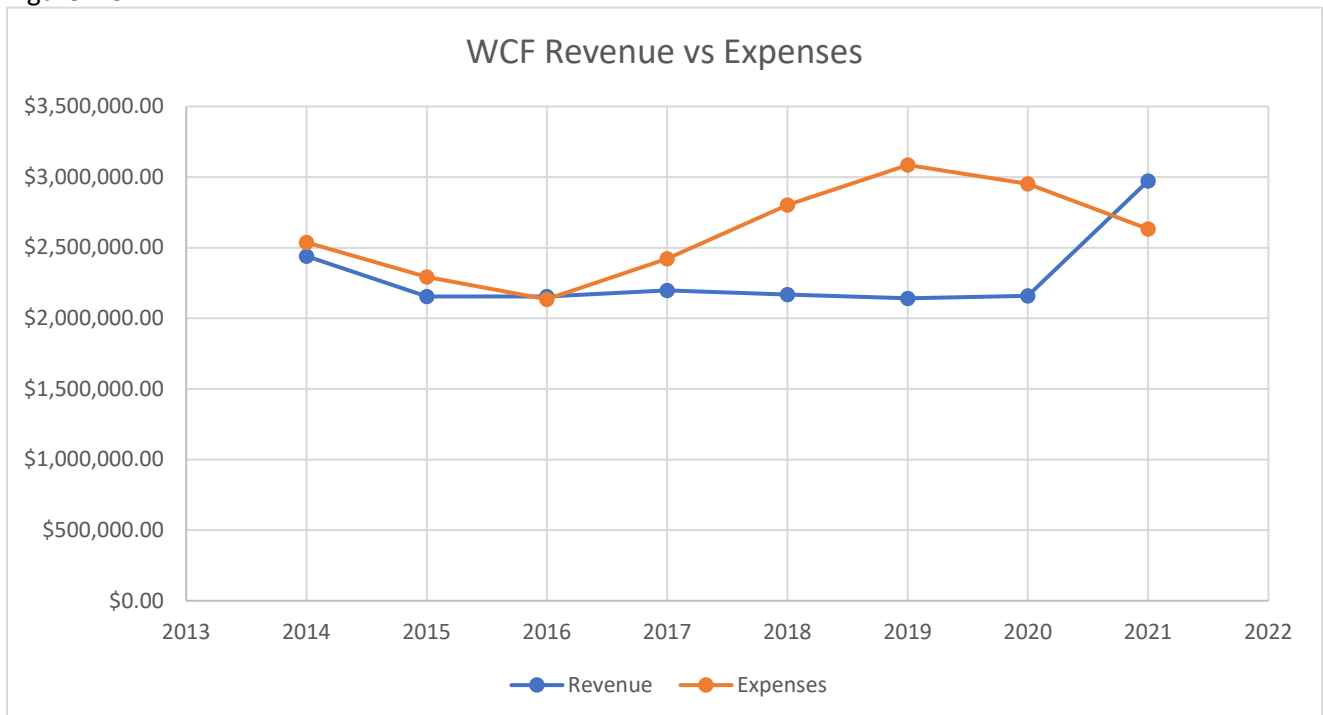
Figure 1.2.4



1.3 Water Conservation Fund Historical Data

Figure 1.3 provides historical WCF revenue and expense information for the period between FY 2014-FY 2021. These data show that the WCF revenues have been fairly stagnant while expenses have consistently increased since FY 2016. During FY 2021, expenditures decreased slightly from previous years. This decrease was in part due to NMED's active efforts to limit staff field work in an effort to stem the spread of COVID-19, while continuing to provide reliable services to PWSs, as well as the temporary reduction in indirect costs described in section 1.2.4 above.

Figure 1.3



2.0 Water Conservation Fund Implementation

Eligible activities implemented under the WCF include testing at PWSs for regulated contaminants, performing vulnerability assessments to assess a public water supply's susceptibility to those contaminants, and implementing requirements of the Utility Operator Certification Act. Implementation activities and performance for those activities are described in the following sections.

2.1 Contaminant Testing for Public Water Supplies

The list of contaminants sampled during FY 2021 is included in **Appendix D**. This list includes contaminants that are included in the EPA's National Primary and Secondary Drinking Water Standards. The federal SDWA and associated regulations specify the sampling requirements for each size and type of PWS, the regulated contaminants that are required to be sampled, the general location where the sample should be collected, and the timeframes in which the samples must be collected. In addition to the federal requirements, state regulations require the collection of radionuclides, arsenic, and fluoride at non-transient non-community systems, such as schools and hospitals.

2.1.1 Monitoring and Reporting

Sample requirements and schedules are maintained in New Mexico's Safe Drinking Water Information System (SDWIS) database. These schedules are very dynamic, and the sampling requirements constantly evolve as water systems activate/inactivate sources; make changes to their water system infrastructure; add treatment; or make any other significant changes that require updates to the sampling schedules. These schedules are maintained in SDWIS with the collaborative efforts between DWB Compliance and Data staff. Sample schedule changes, as well as sampling results data can be easily accessed in the publicly available New Mexico Drinking Water Watch database, available at <https://dww.water.net.env.nm.gov/NMDWW/>.

To help manage these complex and dynamic compliance sampling schedules, DWB developed an online tool to assist with streamlining the chain of custody paperwork required as part of sample collection.

This tool is referred to as the *Sampler's Application* and pulls information directly from the sample schedule requirements that are maintained in SDWIS. This is done in order to ensure that each sample request form/chain of custody is filled out completely and accurately. Chain of Custody information is critical to ensure that sampling data are reported accurately to the DWB and that PWSs maintain compliance with regulatory requirements. The maintenance and upgrades of this tool are funded through the WCF because the tool is an essential component to implementation of WCF sampling activities for both the DWB and PWSs. PWS certified samplers and operators are also encouraged to use this sampler's application tool in order to generate laboratory chain of custody forms for their water systems. Access this tool at <https://sep.net.env.nm.gov/sep/login-form>. Figure 2.1.1 provides a screenshot of the online tool.

Figure 2.1

New Mexico ENVIRONMENT Department Drinking Water Sample Collector

Water Systems Reports Help Logoff Portal

Select Water System

FILTER

Water System ID: System Name: County: SDWIS Group:

ID	Name	County	Detail	Chemical Schedule	Microbiological Sampling
NM3510623	ALBUQUERQUE NORTH KOA	SANDOVAL			
NM3510701	ALBUQUERQUE WATER SYSTEM	BERNALILLO			
NM3590201	ALBUQUERQUE TREE NURSERY	BERNALILLO			
NM3591001	ALBUQUERQUE SPORTSPLEX	BERNALILLO			
NM3593101	ALBUQUERQUE 6 DRIVE-IN THEATER	BERNALILLO			

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2.1.2 WCF Sampling Team Performance

The DWB's WCF Sampling Team ensures quality completion of all sampling requirements. Ensuring quality sample collection reduces the number of rejected samples that require re-collection due to sampler error or failure to meet quality assurance/quality control requirements, such as holding times between sample collection and delivery to the lab. Although regulatory monitoring services are performed by the DWB Sampling Team, the regulated PWSs are responsible for ensuring the sampling is completed and the results of those samples are reported to the DWB.

2.1.3 Laboratory Performance

In addition to ensuring that all required entry point samples are collected, the DWB WCF Manager ensures that the expenditures of the WCF are efficient and provide the maximum sampling and analytical services to PWSs in New Mexico. Sampling requirements may be met but still result in monitoring violations when laboratory performance is deficient. Examples of this include a sample being submitted and not analyzed within the required sample hold times or if results are not reported to DWB within the required timelines. DWB has instituted managerial controls to increase DWB efficiency in dollars spent on laboratory services and continues to expand and monitor controls to ensure maximum laboratory performance. Laboratory contract scopes of work are written so that regulatory reporting requirements, such as sample point location description and data delivery, are met prior to payment. Samples submitted to the laboratory that do not meet requirements such as temperature limits, holding time exceedances, chain of custody requirements, etc., are rejected for analysis by the laboratory. DWB continues to institute safeguards and collaborative efforts with certified laboratories to ensure the highest level of laboratory analytical and quality as possible.

2.2 Vulnerability Assessments

Vulnerability assessments are defined differently by various entities. The WCF uses this term to describe the assessment of a PWSS vulnerability to contamination of its drinking water source(s), also commonly referred to as a source water assessment. This includes identifying potential sources of contamination to each of a system's drinking water sources. This enables a PWS to determine proactive measures to prevent any contamination from occurring, thereby preserving and protecting its drinking water sources.

2.2.1 Monitoring Waivers

Another mechanism to maximize the efficacy of the WCF is NMED's ability to process chemical monitoring waivers. The DWB's waiver program allows the State to reduce a PWSS sampling obligations by reviewing water and geological characteristics in accordance with guidelines set forth by the EPA. Site-specific waivers are issued by NMED after application of EPA and State criteria demonstrates the drinking water source is not susceptible to a particular contaminant, or a specific set of contaminants. If approved, a water system can forgo sampling of the waived chemical(s) for various monitoring periods without creating a public health risk. Simply stated, a waiver avoids costly sample collection and analysis for a chemical that is not a concern at a particular water system based on a site-specific scientific review.

The estimated financial savings as a result of approved waivers is calculated based on the calendar year that the waiver is approved. Waivers exempt the sampling requirements for a calendar year-based sample schedule, *i.e.*, quarterly, annually, triennially, and six- and nine-year schedules. Reporting in this manner is an effective and consistent method to estimate cost savings accrued as a result of the waiver program even though the actual cost savings from a waiver granted in 2021 may be realized over three subsequent years.

Table 2.2 documents the number of waivers approved for the 2020-2022 compliance period, and the estimated analytical cost savings related to the waiver approvals. Based on these approved waivers, the DWB has saved the WCF approximately \$748,615 during the 2020-2022 compliance period.

Table 2.2

Waivers Approved for the 2020-2022 Compliance Period	
Asbestos	
# Samples Waived	464
Approximate Cost Per Sample/Suite	\$220
Estimated Savings	\$102,080
Dioxin	
# Samples/Suites Waived	688
Approximate Cost Per Sample/Suite	\$300
Estimated Savings	\$206,400
Inorganic Compounds	
# Samples/Suites Waived	188
Approximate Cost Per Sample/Suite	\$190
Estimated Savings	\$35,720
Synthetic Organic Contaminants Suite	
# Samples/Suites Waived	333
Approximate Cost Per Sample/Suite	\$1,135
Estimated Savings	\$377,955
Volatile Organic Contaminants Suite	
# Samples/Suites Waived	252
Approximate Cost Per Sample/Suite	\$105

Estimated Savings	\$26,460
*Total Estimated Savings for 2020-2022	\$748,615

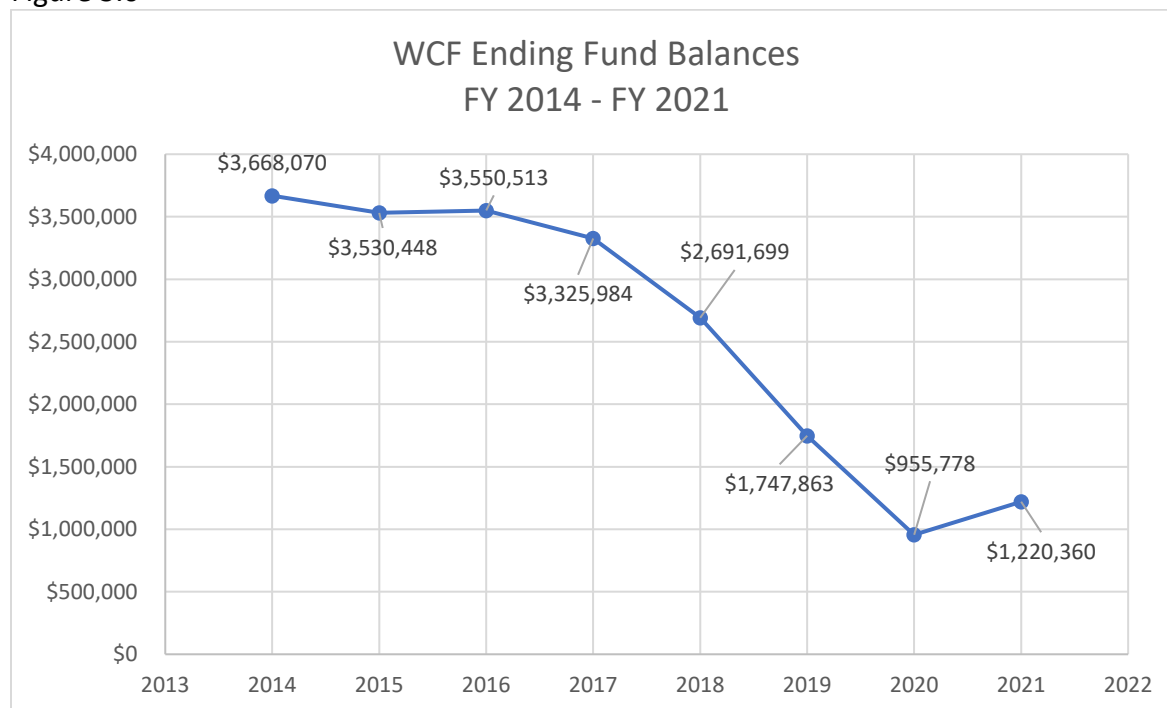
*Reflects approximate savings during the 2020-2022 compliance period with the savings spread across the 3-year monitoring period.

3.0 WCF Outlook

Since 1993 the WCF has benefited hundreds of public water systems by supporting their essential work and supplying safe drinking water to New Mexicans through sampling and analytical services. Initially set at a rate of \$0.03 per thousand gallons of water produced, the Fund's fee has not been increased since it was established in 1993.

As indicated in Table 3.0 the WCF's reserves have decreased significantly over the past several years. This is due to escalating expenses associated with increased compliance sampling requirements, increased laboratory analysis costs, salary increases, etc., as well as stagnant annual WCF revenues. Although FY 2021 showed an increase in revenues, since FY 2014 the WCF has outspent its revenues by an average of just over \$300,000 per year. Additionally, NMED had to discontinue payments for disinfection byproduct and asbestos during calendar year 2021 to preserve the near-term solvency of the fund.

Figure 3.0



Over the past year, NMED continued to explore ways to further reduce the fund's obligations and also increase its revenues. NMED coordinates with the New Mexico Taxation and Revenue Department (TRD) Audit and Compliance Division to ensure that all public water systems are paying into the fund as required. TRD committed to developing a process to ensure that all water systems were registered and making appropriate payments into the Fund.

During the COVID-19 pandemic, fund revenues increased even though the fee per 1000 gallons of water produced did not change. NMED does not have adequate data or other information to predict whether the revenue increases during FY 2021 will continue. While future fund revenues are uncertain, NMED did receive its first ever base budget appropriation from the legislature to offset WCF expenditures for

drinking water sampling. This recurring base budget increase of \$508,600 from the general fund will help close the gap in future years where WCF program expenditures exceed WCF revenue. This funding is available in NMED's FY 2022 operating budget.

Growing a reserve balance in the WCF is an NMED priority in order to prepare for increased drinking water sampling costs in 2023 and future years associated with new federal requirements to protect public health. NMED projects that drinking water testing costs for all New Mexico PWSs may increase by as much as [6%] over the next five years, due in large part to new testing requirements for lead, copper and emerging contaminants, such as per- and polyfluoroalkyl substances, a class of chemicals commonly known as PFAS. These projections do not include sampling costs for Unregulated Contaminant Monitoring Rule (UCMR) sampling that will be required from 2023 through 2025. UCMR sampling may increase sampling costs by an additional 5% per year during monitoring cycles.

4.0 Conclusion

As indicated by this report, PWSs and their consumers receive a significant number of benefits from the WCF. The WCF provides for the protection of public health by testing PWSs for contaminants throughout the State. Work conducted under the WCF is carried out efficiently and accurately with a high level of quality performance. These activities help ensure a safe, clean drinking water supply for New Mexico residents and visitors.

In FY 2021, NMED covered all required sampling costs through the WCF except for the laboratory expenses for disinfection byproducts and asbestos analyses, which were discontinued during the second half of the fiscal year. In FY 2021, the WCF saw an overall increase in revenues that may be attributed to different residential and commercial water use patterns during the COVID-19 pandemic, as well as an increased emphasis on payment compliance through TRD oversight. It is unclear if this increase in revenue is an anomaly or if revenues will consistently be higher over the next several years. NMED is continuing to work to ensure the long-term solvency of this important fund by exploring and implementing strategies to increase fund revenues and mitigate increased costs.

If you have comments or questions about this report, please contact: Bethany Anderson, Water Conservation Fund Manager, Bethany.Anderson@state.nm.us, (505) 469-3204.

Appendix A: Water Conservation Fund Statute

<https://nmonesource.com/nmos/nmsa/en/item/4415/index.do#!b/74-1-13>

74-1-13. Water conservation fee; imposition; definitions.

A. There is imposed on every person who operates a public water supply system a water conservation fee in an amount equal to three cents (\$.03) per thousand gallons of water produced on which the fee imposed by this subsection has not been paid.

B. The "water conservation fund" is created in the state treasury and shall be administered by the department. The fund shall consist of water conservation fees collected pursuant to this section. Balances in the fund at the end of any fiscal year shall not revert to the general fund but shall accrue to the credit of the fund. Earnings on the fund shall be credited to the fund.

C. Money in the water conservation fund is appropriated to the department for administration of a public water supply program to:

(1) test public water supplies for the contaminants required to be tested pursuant to the provisions of the federal Safe Drinking Water Act, as amended, and collect chemical compliance samples as required by those provisions of the federal act;

(2) perform vulnerability assessments that will be used to assess a public water supply's susceptibility to those contaminants; and

(3) implement new requirements of the Utility Operators Certification Act [Chapter 61, Article 33 NMSA 1978] and provide training for all public water supply operators.

D. The taxation and revenue department shall provide by regulation for the manner and form of collection of the water conservation fee. All water conservation fees collected by the taxation and revenue department, less the administrative fee withheld pursuant to Section 7-1-6.41 NMSA 1978, shall be deposited in the water conservation fund.

E. The fee imposed by this section shall be administered in accordance with the provisions of the Tax Administration Act [Chapter 7, Article 1 NMSA 1978] and shall be paid to the taxation and revenue department by each person who operates a public water supply system in the manner required by the department on or before the twenty-fifth day of the month following the month in which the water is produced.

F. Each operator of a public water supply system shall register and comply with the provisions of Section 7-1-12 NMSA 1978 and furnish such information as may be required by the taxation and revenue department.

G. The department shall compile a list of the contaminants that require testing pursuant to Paragraph (1) of Subsection C of this section. The list shall be compiled no less than once every twelve months and include the contaminants that will be tested in the subsequent twelve months. The department shall establish by rule procedures to compile the list and to determine which contaminants that require testing will be tested in the subsequent twelve months. The determination of which contaminants will be tested shall include consideration of the availability of funds in the water conservation fund, the needs of the public water supplies being tested for additional contaminants and public health and safety.

H. As used in this section:

(1) "person" means any individual or legal entity and also means, to the extent permitted by law, any federal, state or other governmental unit or subdivision or an agency, department or instrumentality thereof; and

(2) "public water supply system" means a system that provides piped water to the public for human consumption and that has at least fifteen service connections or regularly services an average of at least twenty-five individuals at least sixty days per year.

History: Laws 1993, ch. 317, § 2; 1997, ch. 125, § 11; 2013, ch. 128, § 1.

ANNOTATIONS

Cross references. — For the federal Safe Drinking Water Act, *see* 21 U.S.C. § 349 and 42 U.S.C. § 300f et seq.

The 2013 amendment, effective June 14, 2013, required the department of environment to compile a list of contaminants that will be tested in the succeeding twelve months; in Paragraph (1) of Subsection C, after "pursuant to the provisions of", deleted "Section 1412 of" and after "Drinking Water Act, as", deleted "finalized through July 1, 1992" and added "amended"; in Subsection D, in the second sentence, after "Section", deleted "1 of this 1997 act" and added "7-1-6.41 NMSA 1978"; and added Subsection G.

The 1997 amendment, effective July 1, 1997, substituted "as" for "and" in Paragraph (1) of Subsection C and inserted "less the administrative fee withheld pursuant to Section 1 of this 1997 act" in Subsection D.

Temporary provisions. — Laws 1999, ch. 203, § 5, effective April 6, 1999, provides that the balance in the water supply fund is transferred to the water conservation fund on April 6, 1999.

74-1-13.1. Nontransient noncommunity public water systems; definition; testing and notice requirements.

A. The department of environment shall test nontransient noncommunity water systems for arsenic, fluoride and radionuclides and adopt rules for reporting and public notification for those contaminants comparable to reporting and notification requirements for community water systems. Money in the water conservation fund may be used to fulfill the requirements of this subsection.

B. As used in this section:

(1) "community water system" means a public water system that serves at least fifteen service connections used by year-round residents or regularly serves at least twenty-five year-round residents; and

(2) "nontransient noncommunity water system" means a public water system that is not a community water system and that regularly serves at least twenty-five of the same persons over six months per year including but not limited to schools and factories.

History: Laws 2001, ch. 148, § 1.

ANNOTATIONS

Effective dates. — Laws 2001, ch. 148 contained no effective date provision, but, pursuant to N.M. Const., art. IV, § 23, was effective June 15, 2001, 90 days after adjournment of the legislature.

Appendix B: Summary of Sampling and Testing Requirements



*Entry Point Sampling Requirements							
Contaminant	Population	Ground Water			Surface Water		
Asbestos	All	1 sample every 9 Years Sample must be collected during first 3-years of each compliance period			1 sample every 9 Years Sample must be collected during first 3-years of each compliance period		
Nitrate-Nitrite	All	1 sample per Year			1 sample per Year		
Cyanide	All	1 sample per 3 Years			1 sample per Year		
Fluoride	All	1 sample per 3 Years			1 sample per Year		
Heavy Metals	All	1 sample per 3 Years			1 sample per Year		
Radionuclides	All	3, 6, or 9 Years					
Volatile Organic Contaminants	All	1 sample per 3 Years			1 sample per Year		
Synthetic Organic Contaminants	≤ 3,300	1 sample per 3 Year Cycle					
	> 3,300	2 samples per 3 Year Cycle					
Distribution Sampling Requirements							
Contaminant	Population	Ground Water			Surface Water		
Lead and Copper (Pb/Cu)	Varies	Variable Sampling Requirements Annually for 3 years, then once every 3 years					
Disinfection Byproducts	Varies	Variable by system			Variable by system		
Total Coliform		C	NTNC	TNC	C	NTNC	TNC
	≤ 1000	1 sample per Month		1 sample per Month	1 sample per Month		
	> 1000	Variable sample requirements based on system population					
Note: This summary reflects basic sample requirements without any baseline or increased or decreased requirements. TNC system type only collects Nitrate; full sample suites are collected at all other system types. *Entry Point is the point where drinking water enters the distribution system and is available for consumption by consumers							

Appendix C: Procedure for Determining the Annual Contaminant Testing List



Drinking Water Bureau

Procedure for Determining the Annual Contaminant Testing List

Version History				
Version Number	Author	Approved By	Effective Date	Revision Reason
1.0	Bethany Anderson		9/1/2021	Original
2.0	Bethany Anderson		11/30/21	Updated procedure to further clarify the WCF Statute 2013 amendment and timeline for distribution of the contaminant list

I. Introduction

In 1993 a water conservation fee was established by State legislation; operators of public water systems are required to pay \$0.03 per thousand gallons of drinking water they produce. The collections of the fee are the responsibility of the Tax and Revenue Department with revenues being deposited into the Water Conservation Fund (WCF) on a monthly basis. The WCF is managed by the NMED Drinking Water Bureau.

In 2013, the WCF statute (NM Stat § 74-1-13) was amended to require that a list of contaminants, based upon the requirements of the Safe Drinking Water Act (SDWA), be compiled every twelve months to determine which contaminants the WCF would be providing sampling and analytical services for in the subsequent twelve months.

Section 74-1-13(C) of the Environmental Improvement Act (EI Act) mandates that the WCF is administered by the Department in order to

- (1) test public water supplies for the contaminants required to be tested pursuant to the provisions of the federal Safe Drinking Water Act, as amended, and collect chemical compliance samples as required by those provisions of the federal act;
- (2) perform vulnerability assessments that will be used to assess a public water supply's susceptibility to those contaminants; and
- (3) implement new requirements of the Utility Operators Certification Act and provide training for all public water supply operators.

The EI Act mandates that use of the WCF for testing is subject to the discretion of NMED. Section 74-1-13(G) of the Act goes on to state that, in administering the WCF, NMED shall compile a list of the contaminants that require testing pursuant to Paragraph (1) of Subsection C of this section. The list shall be compiled no less than once every twelve months and include the contaminants that will be tested in the subsequent twelve months. The department shall establish by rule procedures to compile the list and to determine which contaminants that require testing will be tested in the subsequent twelve months. The determination of which contaminants will be tested shall include *consideration of the availability of funds in the water conservation fund*, the needs of the public water supplies being tested for additional contaminants and public health and safety.

(emphasis added)

II. Purpose and Scope

This procedure will define the guidelines and process used to compile this list of contaminants based upon the availability of funds in the WCF, the needs of the public water systems, and public health & safety considerations.

III. Applicability

This procedure is applicable to the WCF Manager and the Bureau Chief.

IV. Annualized Sample Schedules and Analytical Cost Determinations

Analytical costs will be determined by annualized sample schedules based upon EPA's Standardized Monitoring Framework and current contract costs for both regulated and unregulated contaminants.

- A. Sample collection schedules have varied frequencies based on the various requirements in the SDWA. The sample schedules vary from one-time samples, monthly, quarterly, annual, triennial, six year, and nine-year sample timeframes.
- B. The DWB continually reviews sampling schedules for the purposes of managing the WCF budget and managing sampling staff workloads. As an example, DWB divides triennial schedules in to 3 groups of contaminants collected during the first, second, or third year of the triannual standard monitoring framework sampling schedules. This division of systems is based upon population and the size of the water system.
- C. DWB completes these reviews for all samples collected by the DWB sampling team, as well as disinfection byproduct samples collected in the distribution system by operators of the PWSs.

V. Budgeting for Analytical Services

The budget for analytical services will first and foremost be determined by the of balance of the fund and the most recent revenues into the fund. The DWB also makes every effort to anticipate and budget for expenditures such as annual laboratory analytical costs, annual staff salaries, annual incidental expenses, and supplies.

When determining payment for contaminants, the DWB uses the following criteria:

- A. DWB gives first priority to all regulated contaminants, with highest priority being the monitoring to protect against acute health risks such as microbial pathogens and nitrate/nitrite. Even within this first priority, the DWB may decide to not pay for certain regulated contaminants if the anticipated costs of collection and analysis of those contaminants are more than the WCF balances and anticipated revenues.
- B. Second priority will be state requirements for non-community water systems.
- C. Third priority will be EPA secondary contaminants.
- D. Final priority will be the monitoring requirements for the EPA Unregulated Contaminant Monitoring Rule (UCMR) and any special sampling or contaminants that aren't currently regulated.

VI. Contaminant List Development

On an annual basis DWB develops a list of contaminants covered by the WCF. This includes sampling services for contaminants collected by State samplers at entry points to distribution systems, samples collected by PWS operators within the distribution system and laboratory analysis of those samples at contract laboratories. Contaminants collected in the distribution systems such as total coliform/*E. coli* samples, disinfectant byproduct samples, lead & copper samples, and asbestos samples must be collected by an appropriately certified operator or sampler hired by the water system.

NMED provides the list to stakeholders and the New Mexico Municipal League by September 15th of each year. If analysis costs will not be covered for the full list of regulated contaminants

NMED will allow a 30-day comment period. This will allow stakeholders to prepare for individual budget adjustments during the upcoming fiscal year. NMED will finalize the list of contaminants by October 31st and implement the payments on January 1st of the following calendar year. Sampling frequency is determined using the EPA's Standardized Monitoring Framework which is based on the calendar years within a three-year period.

After each fiscal year, NMED will publish an annual expenditure and performance report. This report will be provided to the stakeholders and the New Mexico Municipal League. This report will do the following:

- A. Assess WCF activities from the previous year to increase the accuracy of cost projections and provide additional context for how the contaminants on the list were chosen;
- B. Project costs and document planned expenditures the upcoming year;
- C. Increase transparency to stakeholders on the utilization of WCF funds;
- D. Target expenditures outside of the laboratory analytical costs in order to simplify the calculations required to develop the annual list.

Appendix A – NM Stat § 74-1-13

Appendix B – EPA Standardized Monitoring Framework

Appendix C – Full List of Contaminants (as of the drafting of this guidance)

Appendix D: List of contaminants sampled during FY 2021

CONTAMINANTS TESTED AT PUBLIC WATER SYSTEMS IN NEW MEXICO		
<u>Volatile Organic Chemicals (VOCs)</u> 1,1,1-TRICHLOROETHANE 1,1,2-TRICHLOROETHANE 1,1-DICHLOROETHYLENE 1,2,4-TRICHLOROBENZENE 1,2-DICHLOROETHANE 1,2-DICHLOROPROPANE BENZENE CARBON TETRACHLORIDE CHLOROBENZENE CIS-1,2-DICHLOROETHYLENE DICHLOROMETHANE ETHYLBENZENE O-DICHLOROBENZENE (1, 2 DICHLORO) P-DICHLOROBENZENE (1, 4 DICHLORO) STYRENE TETRACHLOROETHYLENE TOLUENE TRANS-1,2-DICHLOROETHYLENE TRICHLOROETHYLENE VINYL CHLORIDE XYLENES, TOTAL	<u>Synthetic Organic Chemicals (SOCs)</u> 1,2-DIBROMO-3-CHLOROPROPANE 2,3,7,8-TCDD [DIOXIN] 2,4,5-TP (SILVEX) 2,4-D ALACHLOR (LASSO) ATRAZINE BENZO(A)PYRENE CARBOFURAN CHLORDANE DALAPON DI(2-ETHYLHEXYL) ADIPATE DI(2-ETHYLHEXYL) PHTHALATE DINOSEB DIQUAT ENDOTHALL ENDRIN ETHYLENE DIBROMIDE GLYPHOSATE HEPTACHLOR HEPTACHLOR EPOXIDE HEXACHLOROBENZENE HEXACHLOROCYCLOPENTADIENE LINDANE (BHC-GAMMA) METHOXYCHLOR OXAMYL (VYDATE) PENTACHLOROPHENOL POLYCHLORINATED BIPHENYLS PICLORAM SIMAZINE TOXAPHENE	<u>Inorganic Chemicals</u> ANTIMONY, TOTAL ARSENIC ASBESTOS BARIUM BERYLLIUM, TOTAL CADMIUM CHROMIUM COPPER* CYANIDE, FREE FLUORIDE* LEAD MERCURY NICKEL NITRATE NITRATE-NITRITE NITRITE SELENIUM SODIUM THALLIUM, TOTAL
<u>Disinfectant/Disinfection Byproducts</u> BROMATE BROMIDE BROMODICHLOROMETHANE BROMOFORM CHLORITE CHLOROFORM DIBROMOACETIC ACID DIBROMOCHLOROMETHANE DICHLOROACETIC ACID MONOBROMOACETIC ACID MONOCHLOROACETIC ACID TOTAL HALOACETIC ACIDS TRICHLOROACETIC ACID TOTAL TRIHALOMETHANES (TTHMs) CARBON, DISSOLVED ORGANIC U-254 for SUVA	<u>Radionuclides</u> 38-STRONTIUM-90 COMBINED RADIUM COMBINED URANIUM GROSS ALPHA, EXCL. RADON & U GROSS ALPHA, INCL. RADON & U GROSS BETA PARTICLE ACTIVITY RADIUM-226 RADIUM-228 TRITIUM URANIUM-234 URANIUM-238	<u>Secondary's/Water Quality Parameters</u> ALKALINITY, BICARBONATE ALKALINITY, CARBONATE ALKALINITY, TOTAL ALUMINUM* CARBON, TOTAL ORGANIC CHLORIDE* COLOR* CORROSIVITY* FOAMING AGENTS (Surfactants)* IRON* MANGANESE* ODOR* pH* SILVER* SULFATE* ZINC*
<u>Microbiological</u> TOTAL COLIFORM (Routine samples only) <i>E. COLI</i> CRYPTOSPORIDIUM/GIARDIA		

*National Secondary Drinking Water Standards, all others are National Primary Drinking Water Standards

Appendix E: Contracts/price agreements/fee schedules in effect during FY 2021.



**State of New Mexico
General Services Department**

Price Agreement

Awarded Vendor

7 Vendors

Telephone No. ()

Price Agreement Number: **80-667-18-27650**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **See page 6**

Ship To:

NMED/DWB
1190 S. St Frances drive
Suite S2050
Santa Fe, NM 87502-5469
(505) 476-8646
maria.prentice@state.nm.us

Procurement Specialist: **Raelynn Lujan** *RL*

Telephone No.: (505) 827- 0484

Email: raelynn.lujan@state.nm.us

Invoice:

NMED/DWD
P.O. Box 5469
Santa Fe, NM 87502-5469
Telephone No. (505)476-8646
maria.prentice@state.nm.us

For questions regarding this contract please contact:
LeeAnn Barela (505) 476-3689

Title: **Chemical Analysis for Drinking Water**

Term: **October 9, 2018 thru October 8, 2019**

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

Richard Rodriguez
New Mexico State Purchasing Agent

Date: 10/5/2018

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Purchasing Division
Price Agreement #: 80-667-18-27650

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Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,

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fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. Nondiscrimination: Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. The Procurement Code: Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. Items: All bid items are to be NEW and of most current production, unless otherwise specified.

16. Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Submission of Bid: Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. Contractor Personnel: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. Subcontracts: The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

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New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://www.insurenewmexico.state.nm.us/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two (2) copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:
http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx

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Department Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

Article II – Term

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

Article V - Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

Article VII – Issuance or Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

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Awarded Vendors:

(AA) 0000138546
Cornwell Engineering Group, Inc.
DBA- EE&T, Inc.
712 Gum Rock Court,
Newport News, VA, 23606
(757)873-1216
nmctigue@cornwell.engineering

Delivery: As Requested

(AB) 0000064612
Envirosearch Corporation
DBA- Cardinal Laboratories
101 E Marland
Hobbs, NM 88240
(575)393-2326
celey.keene@cardinallabsnm.com

Delivery: Fed Ex or UPS

(AC) 000064612
Envirosearch Corporation
Green Analytical Laboratories
75 Suttle Street
Durango, CO, 81303
(970)247-4220
jeremy.allen@greenanalytical.com

Delivery: Fed Ex or UPS

(AD) 0000138544
Eurofins Eaton Analytical, LLC
750 Royal Oaks Drive, Suite 100
Montrovia, CA 91016
(626)386-1100
Samantha.Carney@EurofinsUS.com

Delivery: Per RFP Specifications

(AE) 0000050567
Hall Environmental Analysis Lab
4901 Hawkins NE
Albuquerque, NM 87109
(505)345-3975
andy@hallenvironmental.com

Delivery: As Requested

(AF) 0000091901
Pace Analytical Services, LLC
8 East Tower Circle
Ormond Beach, FL 32174
(386)672-5668
Ron.Kerr@pacelabs.com

Delivery: 14 Business Days

(AG) 0000010813
TestAmerica Laboratories, Inc
5102 Laroche Avenue
Savannah, GA 31404
(912)354-7858
bernard.kirkland@testamericainc.com

Delivery: TestAmerica to pay return shipping Via FedEx

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Specifications:

Minimum Requirements:

1. Introduction.

The New Mexico Environment Department ("NMED" or "Department"), through its Drinking Water Bureau ("DWB"), is requesting bids for provision of establishing a price agreement for chemical analyses for drinking water samples collected from Public Water Systems ("PWS") maintaining an approved Public Water System Number ("WSN"). The drinking water samples being analyzed are collected pursuant to the New Mexico Drinking Water Regulations 20.7.10 NMAC, incorporating the Safe Drinking Water Act ("SDWA") 40 CFR 141, 142, and 143, including the National Primary Drinking Water Regulations, National Secondary Drinking Water Regulations, and contaminants included in the Unregulated Contaminant Monitoring Rule and per the scope of work below.

The term of this agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years. An extension shall be on a year-by-year basis and by agreement of all parties and approval of the New Mexico State Purchasing agent at the same prices, terms, and conditions. This agreement shall not exceed four (4) years.

This procurement may result in a "multiple" awarded Price Agreement to vendors able to provide required service as per scope of work. Determination for award will be based on the bidder's ability to meet the "minimum and submittal requirements" of this procurement and shall be made in the best interest of the State of New Mexico, New Mexico Environment Department, as follows:

2. Definition of Terminology.

This section contains definitions and abbreviations that are used throughout this procurement document.

"Chain of Custody" or "COC" means Chain of Custody or a document utilized for the tracking of the physical custody of water samples submitted for analysis by laboratories.

"Contract Specialist" "CS" means the New Mexico Environment Department Drinking Water Bureau contract specialist.

"Contractor" means a successful bidder who enters into a binding contract.

"Deliverable" means product outcome, services or tangible property that is a requirement of the contract, price agreement, work order, or project design pursuant to all aspects of the scope of work and specifications.

"Department" means the New Mexico Environment Department.

"DWB" means New Mexico Environment Department, Drinking Water Bureau.

"DWLCP" means the Drinking Water Laboratory Certification Program that's administered by the DWB.

"DWW" means Drinking Water Watch, which is the state's database for public access to water systems and their information.

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"EPA" means the US Environmental Protection Agency.

"ID" means identification.

"Invoice Coordinator (IC)" means the New Mexico Environment Department Drinking Water Bureau lab coordinator.

Laboratory Definitions:

- mg/L = Micro-grams per Liter
- pC/L = Pico-Curies per Liter
- ug/L = Micro-grams per Liter
- mrem/year = Milli-Rems per Year
- mfl = Micro-Fibers per Liter

"Mandatory" the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the bidder's proposal.

"Minimum" a means to identify a desirable or discretionary factor and limit of variation, function over a specific interval or criteria.

"MCL" means Maximum Contaminant Level.

"MDL" means Method Detection Limit as defined by EPA for each contaminant as listed in 40 CFR 141.

"MRL" means the Minimum Reporting Limit that the laboratory has established as their reporting level for that contaminant and has received approval by DWB to report to that level.

"NMED" means New Mexico Environment Department

"Price Agreement" means a written agreement for the procurement of items of tangible personal property and services.

"PWS" means Public Water System.

"PWSS Manager" means the NMED DWB Public Water System Supervision Group Manager.

"Quality Assurance" or "QA" means Contractor's formal review of care, problem identification, corrective actions to remedy any deficiencies and evaluation of actions taken in service within specifications.

"Quality Control" or "QC" means:

1. Improving the overall quality of the final product with due confirmation/calibration tests, site verification and technical activities that measure the attributes and quality of the process to provide a final product of high quality, thereby reducing turnaround time to the DWB.
2. Formal enhanced integrity of data review and processing by the Contractor prior to uploading of data, thereby ensuring high quality deliverables.

"Sampler" or "sample collector" means the NMED DWB sampler or NM certified sampler.

"SDWIS" means Safe Drinking Water Information System. This is the EPA's primary repository for Public Water System information.

"State Purchasing Agent" or "SPA" means the purchasing agent for the state of New Mexico at the General Services Department or a designated representative thereof.

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“SPD” means State Purchasing Division

“UCMR” or “UCMR4” means EPA’s Unregulated Contaminant Monitoring Rule, of which there are three groups.

- AM1 means Alternative Monitoring group 1.
- AM2 means Alternative Monitoring group 2.
- AM3 means Alternative Monitoring group 3.

“WCF” means Water Conservation Fund.

“WCF Manager” means the NMED DWB Water Conservation Fund Manager.

“WSN” means Water System Number.

3. Scope of Work.

The Contractor(s) shall:

- A. Analyze all samples using methods approved by the EPA (section 20), for which certification has been granted by the DWB’s DWLCP (except for UCMR4 analyses which are certified by EPA **only**, see section 16). Detection limits for each analyte must meet the levels as specified within 40 CFR 141 for each analyte, unless prior permission to deviate from that level has been granted.
- B. Provide analyses in an indefinite quantity for the determination and detection of chemical contaminants for all drinking water analyses required by the EPA including, but not limited to the following types of contaminants as listed in 40 CFR 141 or 143 as follows:

1) Radiological Contaminants

Radiological Group (40 CFR 141.25, 141.29, and 141.66)				
SDWIS Codes	Radionuclides	Required detection limit	MCL	EPA Approved Methods
4000	Gross Alpha (including Ra-226 but excluding Radon and Uranium)	3 pCi/L	15 pCi/L	900.0, SM 7110 B, SM 7110 C, EPA 00-02
4010	Combined Ra-226/Ra-228	Ra-226 - 1 pCi/L	5 pCi/L	903.0, 903.1, SM 7500-Ra B
		Ra-228 – 1 pCi/L		904, SM7500-Ra D
4006	Uranium	1 µg/L	30 µg/L	200.8, 908.0, 908.1, ASTM D5174-97, SM 7500-U C
4007	Uranium- 234	For PWSs on quarterly monitoring		EPA U-02
4009	Uranium -238			
4100	Beta Particle and Photon Radioactivity		4 mrem/year	900.0, SM7110 B
4102	Tritium	1000 pCi/L	20,000 pCi/L	906
4174	Strontium-90	2 pCi/L	8 pCi/L	905

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2) Inorganic Contaminants

Inorganic Compounds as listed in 40 CFR 141.23				
SDWIS Code	IOC Chemical Name	Required detection limit (mg/L)	MCL (mg/L)	EPA Approved Methods
1074	Antimony	0.0004	0.006	200.8 Rev# 5.4
		0.003		SM3113B
1005	Arsenic	0.0014	0.010	200.8 Rev# 5.4
		0.001		SM3113B
1094	Asbestos	0.01 MFL	7 MLF ¹	100.1
		0.01 MFL		100.2
1010	Barium	0.002	2	200.7 Rev# 4.4
		0.002		200.8 Rev# 5.4
1075	Beryllium	0.0003	0.004	200.7 Rev# 4.4
		0.0003		200.8 Rev# 5.4
1015	Cadmium	0.001	0.005	200.7 Rev# 4.4
		0.001		200.8 Rev# 5.4
1020	Chromium	0.007	0.1	200.7 Rev# 4.4
		0.007		200.8 Rev# 5.4
1024	Cyanide ²	0.005	0.2	335.4
		0.005		SM4500-CN ⁻ B, E
1035	Mercury	0.0002	0.002	245.1
		0.0002		245.2
		0.0002		200.8 Rev# 5.4
1036	Nickel	0.005	The MCL for nickel was remanded in 1995 but PWSs are still required to monitor.	200.7 Rev# 4.4
		0.005		200.8 Rev# 5.4
1045	Selenium	0.002	0.05	200.8 Rev# 5.4
		0.002		SM3113B
1052	Sodium		N/A	200.7 Rev# 4.4
1085	Thallium	0.0003	0.002	200.8 Rev# 5.4
		0.001		SM3113B
1022	Lead		0.015 (action level)	200.8 Rev# 5.4
				SM3113B
1030	Copper		1.3 (action level)	200.7 Rev# 4.4
				200.8 Rev# 5.4

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SDWIS Code	IOC Chemical Name	Required detection limit (mg/L)	MCL (mg/L)	EPA Approved Methods
1041	Nitrite ⁴	0.004	1	300.0 Rev#2.1
		0.004		300.1
		0.05		353.2 Rev# 2.0
		0.1		SM4500-NO ₂ B
1038	Nitrate/Nitrite ⁵	0.01	10	300.0 Rev#2.1
		0.01		300.1
		0.05		353.2 Rev# 2.0

¹in Million Fibers/Liter (longer than 10 µm)

²as free cyanide

³MCL only applies to CWSs (40 CFR §141.11(a)); (40 CFR §141.62(b))

⁴Nitrite may be analyzed by either of these two methods. If analyzed as nitrate/nitrite (1038) and result of sample is ≥ 5 mg/L, then nitrite should be analyzed separately.

⁵Nitrate may be analyzed by either of these two methods. It may also be analyzed as NO₃, in which case the MCL is ≥ 45 mg/L

3) Organic Contaminants

Regulated Semi-Volatile Organic Compounds as listed in 40 CFR 141.24						
RSOC Group	SDWIS Code	SOC Chemical Name	Alternative Name	Required detection limit mg/L	MCL mg/L	EPA Approved Methods
1	2051	Alachlor		0.0002	0.002	505 Rev# 2.1 525.2 Rev# 2.0
1	2050	Atrazine		0.0001	0.003	505 Rev# 2.1 525.2 Rev# 2.0
1	2306	Benzo(a)pyrene		0.00002	0.0002	525.2 Rev# 2.0
1	2035	Bis(2-ethylhexyl) adipate	Di(2-ethylhexyl) adipate	0.0006	0.4	525.2 Rev# 2.0
1	2298 (2039)	Bis(2-ethylhexyl) phthalate	Di(2-ethylhexyl) phthalate	0.0006	0.006	525.2 Rev# 2.0
1	2005	Endrin		0.00001	0.002	505 Rev# 2.1 525.2 Rev# 2.0
1	2065	Heptachlor		0.00004	0.0004	505 Rev# 2.1 525.2 Rev# 2.0
1	2067	Heptachlor Epoxide		0.00002	0.0002	505 Rev# 2.1 525.2 Rev# 2.0

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RSOC Group	SDWIS Code	SOC Chemical Name	Alternative Name	Required detection limit	MCL	EPA Approved Methods
				mg/L	mg/L	
1	2274	Hexachlorobenzene		0.0001	0.001	505 Rev# 2.1 525.2 Rev# 2.0
1	2042	Hexachlorocyclopenta diene		0.0001	0.05	505 Rev# 2.1 525.2 Rev# 2.0
1	2010	Lindane	BHC-Gamma	0.00002	0.0002	505 Rev# 2.1 525.2 Rev# 2.0
1	2015	Methoxychlor		0.0001	0.04	505 Rev# 2.1 525.2 Rev# 2.0
1	2037	Simazine		0.00007	0.004	505 Rev# 2.1 525.2 Rev# 2.0
2	2110	2,4,5-TP (Silvex)		0.0002	0.05	515.1 Rev# 4.0 515.2 Rev# 1.1 515.3 Rev# 1.0 515.4 Rev# 1.0
2	2105	2,4-D		0.0001	0.07	515.1 Rev# 4.0 515.2 Rev# 1.1 515.3 Rev# 1.0 515.4 Rev# 1.0
2	2031	Dalapon		0.001	0.2	515.1 Rev# 4.0 515.3 Rev# 1.0 515.4 Rev# 1.0
2	2041	Dinoseb		0.0002	0.007	515.1 Rev# 4.0 515.2 Rev# 1.1 515.3 Rev# 1.0 515.4 Rev# 1.0
2	2326	Pentachlorophenol		0.00004	0.001	515.1 Rev# 4.0 515.2 Rev# 1.1 515.3 Rev# 1.0 515.4 Rev# 1.0
2	2040	Picloram	Tordon	0.0001	0.5	515.1 Rev# 4.0 515.2 Rev# 1.1 515.3 Rev# 1.0 515.4 Rev# 1.0
3	2959	Chlordane	Gamma-chlordane	0.0002	0.002	505 Rev# 2.1 508 Rev# 3.1 525.2 Rev# 2.0 525.3
3	2383	Polychlorinated Biphenyls (PCBs) - Total		0.0001	0.0005	508 Rev# 3.1 508.1 Rev# 2.0 525.2 Rev# 2.0

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RSOC Group	SDWIS Code	SOC Chemical Name	Alternative Name	Required detection limit	MCL	EPA Approved Methods
				mg/L	mg/L	
3	2020	Toxaphene		0.001	0.003	505 Rev# 2.1
						508.1 Rev# 2.0
						525.2 Rev# 2.0
4	2931	Dibromochloro-propane	DBCP; 1,2-dibromo-3-chloro	0.00002	0.0002	504.1 Rev# 1.1
4	2946	Ethylene Dibromide	EDB; 1,2-Dibromoethane	0.00001	0.00005	504.1 Rev# 1.1
5	2046	Carbofuran	Furadan	0.0009	0.04	531.1 Rev# 3.1
						531.2 Rev#1.0
5	2036	Oxamyl	Vydate	0.002	0.2	531.1 Rev# 3.1
						531.2 Rev#1.0
6	2034	Glyphosate	Round-up	0.006	0.7	547
7	2033	Endothall		0.009	0.1	548.1 Rev# 1.0
8	2032	Diquat		0.0004	0.02	549.2 Rev# 1.0
	2063	Dioxin	2,3,7,8-TCDD	5.00E-09	3.00E-08	1613

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Volatile Organic Compounds as listed under 40 CFR 141.24					
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			mg/L	mg/L	
2981	1,1,1-Trichloroethane		0.0005	0.2	524.2 Rev# 4.1 524.3
2985	1,1,2-Trichloroethane		0.0005	0.005	
2378	1,2,4-Trichlorobenzene		0.0005	0.07	
2980	1,2-Dichloroethane		0.0005	0.005	
2983	1,2-Dichloropropane		0.0005	0.005	
2990	Benzene		0.0005	0.005	
2982	Carbon Tetrachloride	Tetrachloromethane	0.0005	0.005	
2989	Monochlorobenzene	Chlorobenzene	0.0005	0.1	
2380	cis-1,2-dichloroethylene		0.0005	0.07	
2977	1,1-Dichloroethylene	Dichloroethene; 1,1-DCE	0.0005	0.007	
2964	Dichloromethane	Methylene Chloride	0.0005	0.005	
2992	Ethylbenzene		0.0005	0.7	
2968	o-Dichlorobenzene	1,2-Dichlorobenzene	0.0005	0.6	
2969	1,4-Dichlorobenzene	para-Dichlorobenzene; p-Dichlorobenzene	0.0005	0.075	
2996	Styrene		0.0005	0.1	
2987	Tetrachloroethylene		0.0005	0.005	
2991	Toluene		0.0005	1	
2955	Total Xylenes		0.0005	10	
2979	trans-1,2-dichloroethylene		0.0005	0.1	
2984	Trichloroethylene	Trichloroethene	0.0005	0.005	
2976	Vinyl Chloride		0.0005	0.002	

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4) Secondary Contaminants

Secondary Drinking Water Parameters as listed in 40 CFR 143			
SDWIS Codes	Secondary Chemical Name	Secondary MCLs	EPA Approved Methods
1002	Aluminum	0.05-0.2 mg/L	200.7 Rev# 4.4
			200.8 Rev# 5.4
			SM3113B
1017	Chloride	250 mg/L	300.0 Rev#2.1
			300.1
1905	Color	15 color units	SM2120 B
1025	Fluoride ³	2	300.0 Rev#2.1
			300.1
			SM4500F ⁻ C
2905	Foaming Agents	0.5mg/L	SM5540 C
1028	Iron	0.3 mg/L	200.7 Rev# 4.4
			SM3113B
1032	Manganese	0.05 mg/L	200.7 Rev# 4.4
			200.8 Rev# 5.4
			SM3113B
1920	Odor	3 TON	SM2150 B
1925	pH	6.5- 8.5	150.1
			150.2
			SM4500-H ⁺ B
1050	Silver	0.1 mg/l	200.7 Rev# 4.4
			200.8 Rev# 5.4
			SM3113B
1055	Sulfate	250 mg/L	300.0 Rev#2.1
			300.1
1930	TDS	500 mg/L	SM2540 C
2920	total organic carbon (TOC)		Total Organic Carbon (TOC) using EPA method 415.3 Rev# 1.1, Rev# 1.2
			SM5310 B/B-00, C/C-00, D/D-00
2919	dissolved organic carbon (DOC)		Total Organic Carbon (TOC) using EPA method 415.3 Rev# 1.1, Rev# 1.2
			SM5310 B/B-00, C/C-00, D/D-00
1095	Zinc	5 mg/L	200.7 Rev# 4.4
			200.8 Rev# 5.4

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5) Disinfection Byproducts

Disinfection Byproducts as listed under 40 CFR 141.131							
SDWIS Codes	DBP Chemical Name	Required detection limit	MCL	EPA Methods			
		mg/L	mg/L				
2943	Bromodichloromethane	0.0010	0.08	524.2 Rev# 4.1	524.3	551.1 Rev# 1.0	
2942	Bromoform	0.0010					
2941	Chloroform	0.0010					
2944	Dibromochloromethane	0.0010					
2950	Total Trihalomethanes						
				EPA Methods			
2453	Monobromoacetic acid	0.001	0.06	552.1 Rev# 1.0	552.1 Rev# 1.0	552.1 Rev# 1.0	SM6251 B
2454	Dibromoacetic acid	0.001					
2451	Dichloroacetic acid	0.001					
2450	Monochloroacetic acid	0.002					
2452	Trichloroacetic acid	0.001					
2456	Total HAA5's						
				300.0 Rev#2.1	300.1	317 Rev#2.0	326.0 Rev# 1.0
1009	Chlorite	0.020	1.0	300.0 Rev#2.1	300.1	317 Rev#2.0	326.0 Rev# 1.0
1011	Bromate ¹	0.0050	0.01				
		0.0010					

¹Laboratories that use EPA Method 317.0 Rev# 2.0 must meet a 0.0010 mg/L MRL for bromate.

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6) UCMR4

EPA UCMR4 (40CFR 141.40) Sampling Methods & Analytes				
UCMR4 Group	Contaminant	CAS #	MRL	Analytical Method
AM1 Metals	germanium	7440-56-4	0.3 µg/L	200.8 Rev# 5.4, ASTM D5673-10, SM3125
	manganese	7439-96-5	0.4 µg/L	
AM1 Pesticides	alpha-hexachlorocyclohexane	319-84-6	0.01 µg/L	525.3 Rev# 1.0
	chlorpyrifos	2921-88-2	0.03 µg/L	
	dimethipin	55290-64-7	0.2 µg/L	
	ethoprop	13194-48-4	0.03 µg/L	
	oxyfluorfen	42874-03-3	0.05 µg/L	
	profenofos	41198-08-7	0.3 µg/L	
	tebuconazole	107534-96-3	0.2 µg/L	
	total permethrin (cis- & trans-)	52645-53-1	0.04 µg/L	
	tribufos	78-48-8	0.07 µg/L	
AM1 Alcohols	1-butanol	71-36-3	2.0 µg/L	541 Rev# 1.0
	2-methoxyethanol	109-86-4	0.4 µg/L	
	2-propen-1-ol	107-18-6	0.5 µg/L	
AM1 SVOCs	butylated hydroxyanisole (bha)	25013-16-5	0.03 µg/L	530 Rev# 1.0
	o-toluidine	95-53-4	0.007 µg/L	
	quinoline	91-22-5	0.02 µg/L	
UCMR4 Group	Contaminant	CAS #	MRL	Analytical Method
AM2 HAAs	HAA5	N/A	N/A	552.3 Rev# 1.0, 557
	HAA6Br	N/A	N/A	
	HAA9	N/A	N/A	
AM2 Indicators	total organic carbon (TOC)	N/A	N/A	SM5310 B/B-00, C/C-00, D/D-00, EPA 415.3 Rev# 1.1 and 1.2
AM2 Indicators	bromide	N/A	N/A	300.0 Rev# 2.1, 317.0 Rev# 2.0, 326.0 Rev# 1.0, ASTM D 6581-12

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UCMR4 Group	Contaminant	CAS #	MRL	Analytical Method
AM3 Cyanotoxins	total microcystin	NA	0.3 ug/L	546
AM3 Cyanotoxins	microcystin-LA	96178-79-9	0.008ug/L	544 Rev# 1.0
	microcystin-LF	154037-70-4	0.006ug/L	
	microcystin-LR	101043-37-2	0.02ug/L	
	microcystin-LY	123304-10-9	0.009 µg/L	
	microcystin-RR	111755-37-4	0.006 µg/L	
	microcystin-YR	101064-48-6	0.02 µg/L	
	nodularin	118399-22-7	0.005 µg/L	
AM3 Cyanotoxins	anatoxin-a	64285-06-9	0.03 µg/L	545
	cylindrospermopsin	143545-90-8	0.09 µg/L	

Note: Only Laboratories certified by EPA for UCMR4 analyses can bid for these analytes. There is no certification available from DWLCP.

- C. Accommodate NMED/DWB in emergency situations. Emergency and priority samples are samples that may be considered an acute violation or cause a potential threat to human health or safety as determined by NMED/DWB. The NMED/DWB Bureau Chief, PWSS Manager, or the WCF Manager may designate any sample as an emergency sample that will require immediate analysis and may require overtime by Contractor personnel to complete the analysis; or a priority sample that shall be analyzed as soon as practicable, but will not require overtime by the Contractor. An emergency sample or priority sample will require advance approval by the appropriate Contractor manager or section supervisor.
- D. Provide the PWS or DWB personnel with the EPA approved sample bottles and/or filters, approved sample request forms, and preservatives at no additional cost.
- E. Accept sample analysis requests submitted with signatures and ID#'s of NM certified samplers using a request form that meets all of DWB's reporting information requirements and is approved by, or is issued by the DWB. This includes full COC documentation or any other requirements as listed in DWB's current DWLCP Guidance Manual.
- F. Pay the cost of shipping to return coolers to the appropriate NMED/DWB field office or PWS.

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- G. Ensure QC so that if the receipt of a sample does not allow the lab sufficient time to meet the required holding time pursuant to method requirements for that analysis, the Contractor shall not analyze the sample. Reasonable time shall be allowed for the collection and delivery of the sample and said time shall not be used as a reason for rejection under this item. The Contractor will be required to notify the sampler and the DWB via e-mail at: nmenv.labsamples@state.nm.us within 24 hours if any sample is rejected or cannot be analyzed for any reason.
- H. The Contractor must notify the sampler and DWB via e-mail at: nmenv.labsamples@state.nm.us within 24 hours if any sample is rejected or cannot be analyzed for any reason, or when any other QC measurements or minimum detection limits are not within the expected acceptance range or are considered to be out of compliance.
- I. Ensure receipt of all samples on an approved completed COC that has been approved by DWB, which has sufficient information to process the sample and upload the results into the DWB database. The Contractor must attempt to obtain complete sample information from the sample collector to process and upload the sample. If the Contractor is unable to obtain the required information, the sample will be rejected. The submitting sample collector and DWB will be notified of the rejected sample as described in item H.
- J. Retain samples for thirty (30) days after results are reported to NMED/DWB, excluding samples that have holding times of less than fifteen (15) days.
- K. Repeat the analysis of retained samples at the request of NMED/DWB within thirty (30) days after results are provided by the Contractor. The cost for the repeat analysis shall be assumed by the Contractor if the results indicate to NMED/DWB a substantive error by the Contractor. Costs for the repeat analysis shall be assumed by NMED/DWB if the results are consistent with the results initially provided by the Contractor.
- L. Provide/Qualify any sample that must be recollected due to Contractor error on the original sample (e.g., holding time exceeded at the lab, not meeting the minimum required detection limits, quality control or quality assurance failures, or erroneous results as defined by NMED). The Contractor will be required to reimburse NMED/DWB for the recollection of the sample(s). The following criteria may be used to calculate the total cost for recollection:
- 1) Cost for the single day rental of a vehicle;
 - 2) NMED shall be reimbursed reasonable travel expenses. NMED/DWB shall submit Round-trip Mileage Reimbursement schedule from the location of the NMED/DWB sample collector to the PWS. New Mexico State current mileage rates will apply to determine this cost;
 - 3) Salary of the NMED/DWB sample collector that is collecting the sample for the time used to recollect the sample; and
 - 4) Shipping of sample to the Contractor.
- M. Meet all the following reporting and deliverable requirements:
- 1) The Contractor must report analysis results, both via electronic upload and a copy (paper or pdf) delivery to DWB, along with a paper copy mailed to the submitting PWS. Analysis results should be reported within ten (10) business days of completion of the analysis.
 - 2) The Contractor must submit electronic compliance data on bi-weekly basis, in a format specified by DWB that will upload effectively into the DWB database in use at the time of upload (currently SDWIS) at: <https://sep.net.env.nm.gov/sep/login-form> (for which access must be granted by DWB staff). This includes providing all data elements using formats and procedures specified in the DWB DWLCP Manual requirements, or by the SDWIS database manager, which allows successful transmission and upload of electronic data from the Contractor to DWB's SDWIS.

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If the DWB database is upgraded or changed to meet requirements set forth by DWB or EPA, the Contractor will be provided training by DWB to modify the data elements as needed to complete an updated method of data transfer into SDWIS; and training on how to re-register for the new database. Contractor must also maintain capabilities or credentials necessary to access the database, or provide data uploads as required by regulatory changes.

- 3) Only compliance data should be uploaded to SDWIS. Submittals to SDWIS must include:
 - a) PWS ID number (as listed in SDWIS or DWW),
 - b) Date and time of sample collection,
 - c) Type of sample collected (routine, confirmation, etc.),
 - d) Analysis results,
 - e) Facility ID number,
 - f) Sample collection point ID# and location (if listed),
 - g) Sample collector's Name and NM Operator/Sampler certification number as listed on the request form (Ex. Doe, John NM12345),
 - h) Lab ID number,
 - i) Lab sample ID number,
 - j) Field sample request ID number (if available),
 - k) Sample analysis start date and start time,
 - l) Sample analytical method used,
 - m) Any analytical qualifications to the result, and
 - n) Any field comments or additional remarks from COC.
- 4) The Contractor must submit paper or electronic pdf copies of the analysis results as described in Section 18 below, and one paper copy to the water system Administrative Contact (AC) as listed in SDWIS or DWW. Results must include at a minimum:
 - a) PWSS Name and ID number (as listed in SDWIS or DWW),
 - b) Date and time of sample collection,
 - c) Type of sample collected (routine, confirmation, etc.),
 - d) Analysis results,
 - e) Facility ID name and number,
 - f) Sample collection point ID# and location (if listed),
 - g) Sample collector's Name and NM Operator/Sampler certification number as listed on the request form (Ex. Doe, John NM12345),
 - h) Lab Name,
 - i) Lab ID number,
 - j) Lab contact information (phone number, address, etc.),
 - k) Lab sample ID number,
 - l) Field sample request ID number,
 - m) Sample analysis start date and start time,
 - n) Sample analytical method used,
 - o) Any analytical qualifications to the result, and
 - p) Any field comments or additional remarks from COC.
- 5) Upon request, the Contractor must be able to provide a completed COC for all compliance samples analyzed by the Contractor.
- 6) The Contractor must report all detects of contaminants that may significantly impact public health as follows, as these detects require immediate action by NMED:

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- i. Acute health risks should be reported **within twenty-four (24) hours** of final data review by email to the State email address, nmenv.labsamples@state.nm.us under the subject title: Chemical Results. Acute risks consist of a nitrate/nitrite MCL exceedance.
- ii. All Organic results (except for TTHM/HAA5) detected \geq levels specified in 40 CFR 141.24(f)(11) for VOCs and 141.24(h)(18) for RSOCs, must be reported to NMED/DWB **within one (1) business day** of final data review by email at: nmenv.labsamples@state.nm.us under the subject title: Chemical Results.
- iii. All other results, Inorganics, Radionuclides, and TTHM/HAA5s detected \geq one-half ($\frac{1}{2}$) their MCL value listed in 40 CFR 141, should be reported to NMED/DWB **within one (1) business day** of final data review by email at: nmenv.labsamples@state.nm.us under the subject title: Chemical Results.

An attachment or statement must accompany the email detailing the specifics about the sample and should include the same data as required in M. 3, Items a – k above.

- 7) The Contractor must provide results of any batch blanks or quality control samples to DWB upon request.
- N. Send monthly statements and associated invoices to the individuals listed in **Section 17** below, as described in **Section 9: Acceptance of Deliverables and Invoices**.
- 4. Price Agreement Requirements.
 - A. The Contractor shall not subcontract any portion of this agreement without the prior written approval of the NMED. The WCF and IC should be provided with a current list of subcontractors and the analyses they are providing to the Contractor when any changes are made. All subcontractors must be chemical laboratories which have current DWLCP certification to analyze drinking water samples prior to DWB approval. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this agreement, nor shall any subcontracting obligate payment from the NMED.
 - B. The Contractor(s) must be able to receive and process samples during normal working hours, Monday through Friday and be able to comply with any outside of normal working hours (i.e., Saturday and Sunday). Normal working hours mean a reasonable time limit that allows the Contractor to process contractual obligations on the day of receipt without cause or incurrence of overtime expenses.
 - C. The Contractor must provide semi-annual Quality Assurance (QA) and lab performance reports to the DWB IC. The QA report should include at a minimum: total number of results reported, total number of samples submitted, number of samples rejected and not analyzed because of errors in preservation or collection, number of lab errors (i.e. samples analyzed, but valid results not reported), percent of results reported within ten days of analyses, and percent of results reported within thirty days. Other QA reports will be required if there are major revisions in the laboratory's standard operating procedures, non-established instrumentation operations, system audit failures, inability to pass performance evaluation check samples, or at DWB's request. This report must be submitted to DWB within thirty (30) days after request.
 - D. The Contractor must provide a quarterly sample workload report to the WCF Manager within fifteen (15) days after the quarter ends. This report will consist of samples received, samples processed, samples rejected or not processed with reasoning. Reports should be emailed to: NMENV-DWBlabcert@state.nm.us.

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- E. The Contractor shall be capable of providing consultations and testimony on issues relating to specific sample test(s) under this agreement.
- 1) The rates for testimony that are not directly related to a specific test will be paid to the Contractor in accordance with the fee schedule provided to the Contractor within this ITB (See items 63-66 in Section 20, Bid Items);
 - 2) The rates for testimony as an expert witness will be paid to the Contractor in accordance with the fee schedule provided by the Contractor; and
 - 3) Certain activities may be undertaken at the direction of NMED/DWB attorneys and will be compensated in accordance with the fee schedule provided by the Contractor. Such work shall constitute trial preparation and shall not be disclosed without the prior written consent of the NMED/DWB attorneys or their approved representatives.
- F. This Price Agreement shall not be amended unless all parties agree in writing to the amendment; notwithstanding changes as required by Federal and or State regulatory or database reporting requirements, with prior notification.
- G. The Contractor shall not collect any additional fee from any other party for services provided under this agreement.
- H. The awarded Contractor(s) will be required to follow the EPA primacy conditions (40 CFR 142), the EPA Manual for the Certification of Laboratories Analyzing Drinking Water: Criteria and Procedures Quality Assurance, 5th Ed. (815-R-05 -004, January 2005) and all subsequent supplements; including Supplement 1 (EPA 815-F-08-006, June 2008) and Supplement 2 (EPA 815-F-12-006, November 2012) (<https://www.epa.gov/dwlabcert/laboratory-certification-manual-drinking-water>), and the National Environmental Laboratory Accreditation Program (NELAP) requirements as described in the TNI (The NELAC Institute) Standard (<http://www.nelac-institute.org/content/CSDP/standards.php>).

5. Contractor Further Agrees to:

- A. The prices herein represent the total compensation to be paid by the State for goods and/or services provided. It is understood that the party providing said goods and/or services to the State is responsible for payment of all costs of labor, equipment, tools, materials, federal tax, permits, licenses, fees and any other items necessary to complete the work provided.
- B. The prices in this Price Agreement include an amount sufficient to cover such costs.
- C. The conditions and specifications sent out in the invitation to bid are inseparable and indivisible. Any vendor, by submitting a bid, agrees to be bound by all such conditions and/or specifications sent out in this invitation to bid. Failure to do so or any attempt to vary or change the conditions or specifications of the bid shall, at the discretion of the state constitute grounds for rejection of the entire bid.

6. Default:

The Contractor is in default of the Price Agreement, if the Contractor:

- A. Fails to begin the work under the Price Agreement within the time specified, or;
- B. Fails to perform the work with sufficient supervision, workmen, equipment, or materials to assure the prompt completion of said work, or;

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- C. Performs the work unsuitably, neglects or refuses testing materials, or refuses to repeat rejected, unacceptable or unsuitable work previously performed, or;
- D. Discontinues the prosecution of the work without due diligence, or;
- E. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or;
- F. Becomes insolvent or is declared bankrupt or commits any acts of bankruptcy or insolvency, or;
- G. Upon the default of the Contractor, the Department may undertake to complete the work with its own forces, or may procure a completing Contractor to finish the work. All costs and charges thereby incurred by the Department, together with the cost of completing the work under Price Agreement, will be deducted from funds which are due or may become due to the defaulting Contractor.

7. Submission:

Upon completion of agreed upon deliverables as set forth in the scope of work, the Contractor must submit via email to the IC a detailed statement accounting for all services performed. Statements should be generated monthly, based upon the monthly analyses that were approved and uploaded into SDWIS by the Contractor. Additionally, statements must list off PWSs alphabetically by name and WSN as listed within SDWIS or DWW. Statements should be submitted to the IC within ten (10) days at the end of each month. All results should be uploaded, and should contain the number of samples received and analyzed. Only complete analysis groups should be listed on statements. Individual line items should not be listed on statements, if it is part of a group for which all analytes have not been analyzed and uploaded. All analytes submitted individually on monthly statements, on separate COCs will be accepted.

Upon receipt of statements, the IC will review for accuracy against results loaded into SDWIS. If incorrect, the IC will return to Contractor via email for corrections. If approved, the IC will email approval notice to Contractor. After receipt of approval, the Contractor may submit an invoice via to CS and the IS. Invoice date cannot be before Statement approval date by IC, or the invoice will be rejected. A copy of the invoice format will be provided.

8. Acceptance of Deliverables and Invoices:

In accordance with section 13-1-158 NMSA 1978, the IC or CS shall determine if the deliverables provided meet specifications. No payment shall be made for any analysis until the paper and electronic report that is the subject of the payment invoice has been accepted in writing by the IC. To accept the deliverables, the IC and CS, in conjunction with the WCF Manager, will assess the quality of the deliverable and determine, at a minimum, that the deliverable:

- 1) Complies with the deliverable requirements as defined in the scope of work;
- 2) Complies with the terms and conditions of the price agreement;
- 3) Meets the performance measures for the deliverable and this agreement; and
- 4) Meets or exceeds the generally accepted industry standards and procedures for the deliverables.

If the deliverable is deemed acceptable by the IC, and the invoicing is deemed acceptable by the CS, payment shall be made. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the NMED shall not incur late charges, interest, or penalties for failure to make payment within thirty (30) business days from the date the CS receives the invoice. All invoices must be received by the CS no later than ten (10) days after the termination of the fiscal year in which the services were delivered. Invoices received after July 10 for the previous fiscal year (ending June 30th) **will not be paid.**

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Results of analyses must be reported in a timely manner to ensure the ability of DWB to protect public health. Results must be submitted no later than 30 days after completion and approval of the analysis. Failure to meet this requirement can result in reductions in the payment per analysis remitted to the Contractor. The following schedule of payment reductions may be assessed for each sample analysis result that fails to meet these reporting requirements.

- 1) Payment for a sample analysis will be reduced to 80% of the Price Agreement amount when that sample analysis result is reported 31 through the 60 calendar days after completion of analysis.
- 2) Payment for a sample analysis will be reduced to 60% of the Price Agreement amount when that sample analysis result is reported 61 through the 90 calendar days after completion of analysis; and
- 3) Payment for a sample analysis will be reduced to 40% of the Price Agreement amount when that sample analysis result is reported greater than 90 calendar days after completion of the analysis.

9. Rejection of Deliverables and Invoices:

Statements or Invoices that are inaccurate/incomplete, or DWB has not received the analysis results as described in the Scope of Work for any samples listed in the Statement or Invoice, will be rejected and returned for corrections/re-submission. Unless the IC gives notice of rejection within the thirty (30) business day period, the deliverable will be deemed to have been accepted. If the deliverable is deemed unacceptable due to QA deficiencies, the IC will supply a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection in writing within thirty (30) business days from the date of submission.

Upon rejection and receipt of comments, the Contractor will have ten (10) business days to resubmit the deliverable to the IC with all appropriate corrections or modifications made. The IC will again determine whether the deliverable is acceptable and provide a written determination within thirty (30) business days of receipt of the deliverable. If the deliverable is once again deemed unacceptable and thus rejected, the Contractor will be required to provide a remediation plan that must include a timeline and list of corrective actions that is acceptable to the WCF Manager.

The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the deliverable under the terms of this agreement and available at law or equity. If a deliverable must be resubmitted more than twice for acceptance, the Contractor shall be deemed in breach of this agreement. The DWB may seek any and all damages and remedies under the terms of this agreement and available at law or equity. Additionally, DWB may terminate this agreement.

The DWB shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

10. Tax Note.

Price shall not include state gross receipts tax or local option tax(es). Such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid by the Department.

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11. Escalation Clause.

Escalation / Reduction Clause:

Contractor shall keep pricing fixed for at least the first 12 full months of this Agreement. Thereafter, SPD and the Contractor may adjust pricing no more than once annually by Agreement amendment. Contractor shall submit all pricing increase requests to SPD in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of Services. The request must show all proposed increases by line item and include supporting documentation acceptable to SPD. SPD may require Contractor to provide U.S. Bureau of Labor Statistics Producer Price Index or Consumer Price Index data or any other relevant manufacturer or industry data substantiating the increase. However, a price increase may not produce a higher profit margin for Contractor than at the beginning of the initial term of this Agreement. The increase may not exceed 2% of the price immediately before the increase. Pricing changes will apply to Contracts and amendments to Contracts entered on and after the effective date of the price change. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

Ordering agencies may request a sample of "private label" merchandise prior to placing order. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Price Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including reason for increase.

12. Shipping Charges.

All necessary equipment, sample bottles, and preservatives sent to sample collectors by the Contractor will be shipped at the cost of the Contractor.

13. Method of Award.

Multiple awards may be issued in each group and discount category in order to provide NMED with the widest possible variety of services. Award shall be made in the best interest of the State of New Mexico.

14. Cost.

Interested bidders must submit fixed cost rates for each of the items in Section 20: Bid Items. These items are to be purchased at an indefinite quantity at the discretion of NMED.

15. Submittal Requirements.

All interested bidders, at a minimum, must be able to provide the products and/or services identified within the scope of work of this invitation to bid.

Bids will be accepted for any of the analyses methods listed in the scope of work. **Bidder should not bid on individual analytes within a group unless they are bidding for all analytes within that group.** Bidder should list "No bid" when not bidding on an item.

*** For Section 3.B Item #6, Only Laboratories certified by EPA for UCMR4 analyses can bid for these analytes. There is no certification available from DWLCP.**

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NMED/DWB may accept bids on items from bidders who do not utilize the EPA methods as listed in Section 3.B Items 1-5, as long as the substitute method is approved in 40 CFR 141, listed minimum detection limits associated with that method are met, and bidder is approved for that method by EPA or DWLCP. Bidder must list any methods to be used other than the EPA methods listed for each line item. All labs must show their certification to NMED/DWB. After bids are submitted, vendors declared substitute methods are double-checked against EPA's list of approved methods by NMENV before awarding. "Certification and methods must be submitted with the bid. **If bidder fails to provide a copy of certification and methods with the bid, the vendor will be deemed non-responsive or non-responsible.**"

Bidder shall promptly notify the NMED of any ambiguity, inconsistency or error which they may discover upon the examination of the bidding documents, or of site and local conditions.

SPD shall have the right to reject any or all bids, including any bid not accompanied by data, literature or samples required by the bidding documents, or a bid in any way incomplete or irregular.

The Contractor shall be considered an independent Contractor and not an employee of the State of New Mexico. However, directions as to time and place of performance and compliance with rules and regulations may be required by the Department.

16. Invoicing documents and information shall be sent electronically (preferred) or by mail to either:

Maria Prentice-- Invoice Coordinator

NMED/DWB
P.O. Box 5469
Santa Fe, NM 87502-5469
(505) 476-8646
maria.prentice@state.nm.us

OR

Trina Page -Contract Specialist

NMED/DWB
P.O. Box 5469
Santa Fe, NM 87502-5469
(505) 476-8622
trina.page@state.nm.us

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17. Hard Copy Data Results should be sent to: Electronic PDF Copies should be sent to:

NMED/DWB

Sample Results

PO Box 5469

Santa Fe, NM 87502-5469

E-mail address:

lab.samples@state.nm.us

18. Other contacts listed in this agreement:

Kevin Cook - WCF Manager

NMED/DWB

P.O. Box 5649

Santa Fe, NM 87502

(505) 476-8645

kevin.cook@state.nm.us

Jeff Pompeo - SDWIS Database Supervisor

NMED/DWB

121 Tijeras Ave. NE, Suite 1000

Albuquerque, NM 87102

(505) 222-9590

jeff.pompeo@state.nm.us

Joe Martinez - PWSS Group Manager

NMED/DWB

P.O. Box 5649

Santa Fe, NM 87502-5469

(505) 476-8635

joe.martinez@state.nm.us

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Item	Unit	Article and Description	Awarded Vendors	Price
1	Each	Additional fee for emergency or priority sample analysis	AB	2x fees
			AC	2x fees
			AE	x2 multiplier
			AG	Varies see testamerica
		Radiologicals (RAD)		
2	Each	SDWA Sequential Radiological Group using method 900.0	AE	\$50.00
3	Each	Gross Alpha/Beta using EPA method 900.0 or SM7110 B	AE	\$70.00
4	Each	Radium 226 using EPA method 903.0, 903.1 or SM7500-Ra B	AE	\$80.00
5	Each	Radium 228 using EPA method 904.0 or SM7500-Ra D	AE	\$80.00
6	Each	Combined Radium 226/228 SM7500-Ra B/D	AE	\$160.00
7	Each	Uranium using EPA methods 908, 908.1, 200.8 Rev# 5.4, ASTM D5174-97 or SM7500-U C	AB	\$15.00
			AC	\$15.00
			AE	\$30.00
8	Each	Uranium 234 and 238 using EPA U-02-RC	AE	\$90.00
9	Each	Tritium using EPA method 906	AE	\$80.00
10	Each	Strontium using EPA method 905	AE	\$100.00
		Inorganics (IOC)		
11	Each	Heavy Metal (HM) Suite including: antimony, arsenic, barium, total beryllium, cadmium, chromium, mercury, nickel, selenium, thallium, and sodium	AB	\$105.00
			AC	\$105.00
			AE	\$105.00
			AG	\$40.00

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Item	Unit	Article and Description	Awarded Vendors	Price
12	Each	Individual Metals using EPA method 200.7 Rev# 4.4	AB	\$15.00
			AC	\$15.00
			AE	\$12.00
			AG	\$12.00
13	Each	Individual Metals using EPA method 200.8 Rev# 5.4	AB	\$15.00
			AC	\$15.00
			AE	\$15.00
			AG	\$12.00
14	Each	Mercury using EPA methods 245.1, 245.2 or 200.8 Rev# 5.4	AB	\$25.00
			AC	\$25.00
			AE	\$25.00
			AG	\$15.00
15	Each	Lead and Copper as a Suite using method 200.8 Rev# 5.4	AB	\$28.00
			AC	\$28.00
			AE	\$28.00
			AG	\$16.00
16	Each	Lead and Copper individual using method 200.8 Rev# 5.4	AB	\$28.00
			AC	\$28.00
			AE	\$15.00
			AG	\$12.00
17	Each	Lead using SM3113B	AE	\$25.00
18	Each	Copper using EPA method 200.7 Rev# 4.4	AB	\$15.00
			AC	\$15.00
			AE	\$12.00
			AG	\$12.00
19	Each	Cyanide using EPA method 335.4, SM4500-CN ⁻ B, E	AB	\$35.00
			AC	\$35.00
			AE	\$35.00
			AG	\$16.00
20	Each	Fluoride using EPA method 300.0 Rev#2.1, 300.1 or SM4500F ⁻ C	AB	\$15.00
			AC	\$15.00
			AE	\$15.00
			AG	\$8.00
21	Each	Nitrate + Nitrite using EPA methods 300.0 Rev# 2.1 or 353.2 Rev# 2.0	AB	\$20.00
			AC	\$20.00
			AE	\$20.00
			AG	\$8.00
22	Each	Nitrite using EPA method 300.0 Rev#2.1, 353.2 Rev# 2.0 or SM4500-NO ₂ B	AB	\$15.00
			AC	\$15.00
			AE	\$10.00
			AG	\$8.00

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Item	Unit	Article and Description	Awarded Vendors	Price
23	Each	Asbestos using EPA method 100.1 or 100.2	AE	\$200.00
			AG	\$140.00
		Organics		
		Regulated Semi-Volatile Organic Compounds (RSOC)		
24	Each	Synthetic Organic Compounds Suite including EPA methods 504.1 Rev# 1.1 , 505 Rev# 2.1, 508 Rev# 3.1, 508.1 Rev# 2.0, 515.1 Rev# 4.0 515.2 Rev# 2.0, 515.3 Rev# 1.0, 515.4 Rev# 1.0, 525.2 Rev# 2.0, 531.1 Rev# 3.1, 547, 548.1 Rev# 1.0, 549.2 Rev# 1.0, 1613	AE	\$880.00
25	Each	Individual SOCs using EPA method 504.1 Rev# 1.1	AE	\$30.00
			AG	\$35.00
26	Each	Individual SOCs using EPA method 505 Rev@ 2.1	AE	\$70.00
27	Each	Individual SOCs using EPA method 508 Rev# 3.1	AE	\$110.00
			AG	\$60.00
28	Each	Individual SOCs using EPA method 508.1 Rev# 3.1	AE	\$110.00
29	Each	Individual SOCs using EPA method 525.2 Rev# 2.0	AE	\$175.00
			AG	\$100.00
30	Each	Individual SOCs using EPA method 547	AE	\$70.00
			AG	\$55.00
31	Each	Individual SOCs using EPA method 548.1 Rev# 1.0	AE	\$70.00
			AG	\$55.00

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32	Each	Individual SOCs using EPA method 549.2 Rev# 1.0	AE	\$70.00
			AG	\$60.00
33	Each	Individual SOCs using EPA method 531.1 Rev# 3.1	AE	\$70.00
			AG	\$60.00
34	Each	Individual SOCs using EPA method 515.1 Rev# 4.0 515.2 Rev# 2.0, 515.3 Rev# 1.0 or 515.4 Rev# 1.0	AE	\$70.00
			AG	\$60.00
35	Each	Dioxin using EPA method 1613	AE	\$220.00
		Volatile Organic Compounds (VOC1)		
36	Each	Volatile Organic Compound Suite using EPA method 524.2 Rev# 4.1 or 524.3	AB	\$90.00
			AC	\$90.00
			AE	\$95.00
			AG	\$45.00
37	Each	Individual VOCs using method 524.2 Rev# 5.4	AB	\$50.00
			AC	\$50.00
			AE	\$40.00
			AG	\$45.00
38	Each	Individual VOCs using EPA method 524.3	AB	\$50.00
			AC	\$50.00
			AE	\$40.00
			AG	\$45.00
		Secondary's		
39	Each	Secondary Suite to include Aluminum, Chloride, Color, Fluoride, Foaming Agents, Iron, Manganese, Odor, pH, Silver, Sulfate, Total Dissolved Solids, and Zinc	AB	\$175.00
			AC	\$175.00
			AE	\$180.00
			AG	\$28.00

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Item	Unit	Article and Description	Awarded Vendors	Price
40	Each	Aluminum using EPA method 200.7 Rev# 4.4, 200.8 Rev# 5.4 or SM3113B	AB	\$15.00
			AC	\$15.00
			AE	\$12.00
			AG	\$12.00
41	Each	Chloride using EPA method 300.0 Rev# 2.1 or 300.1	AB	\$15.00
			AC	\$15.00
			AE	\$15.00
			AG	\$8.00
42	Each	Color using SM2120B	AB	\$25.00
			AC	\$25.00
			AE	\$15.00
			AG	\$6.00
43	Each	Fluoride using EPA method 300.0 Rev# 2.1, 300.1 or SM4500F- C	AB	\$15.00
			AC	\$15.00
			AE	\$15.00
			AG	\$8.00
44	Each	Foaming Agents using SM5540 C	AB	\$100.00
			AC	\$100.00
			AE	\$25.00
			AG	\$20.00
45	Each	Iron using EPA method 200.7 Rev #4.4 or SM3113B	AB	\$15.00
			AC	\$15.00
			AE	\$12.00
			AG	\$12.00
46	Each	Manganese using EPA method 200.7 Rev# 4.4, 200.8 Rev# 5.4, SM3113B	AB	\$15.00
			AC	\$15.00
			AE	\$12.00
			AG	\$12.00
47	Each	Odor using SM2150B	AB	\$25.00
			AC	\$25.00
			AE	\$15.00
			AG	\$10.00
48	Each	pH using EPA method 150.1, 150.2 or SM4500-H+ B	AB	\$10.00
			AC	\$10.00
			AE	\$15.00
			AG	\$6.00
49	Each	Silver using EPA method 200.7 Rev# 4.4, 200.8 Rev# 5.4, SM3113B	AB	\$15.00
			AC	\$15.00
			AE	\$12.00
			AG	\$12.00

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Item	Unit	Article and Description	Awarded Vendors	Price
50	Each	Sulfate using EPA method 300.0 Rev# 2.1 or 300.1	AB	\$15.00
			AC	\$15.00
			AE	\$15.00
			AG	\$8.00
51	Each	Total Dissolved Solids using SM254C	AB	\$20.00
			AC	\$20.00
			AE	\$15.00
			AG	\$8.00
52	Each	Total Organic Carbon (TOC) using EPA method 415.3 Rev# 1.1, Rev# 1.2 or SM5310 B/B-00, C/C-00, D/D-00	AB	\$30.00
			AC	\$30.00
			AE	\$30.00
53	Each	Dissolved Organic Carbon (DOC) using EPA method 415.3 Rev# 1.1, Rev# 1.2 or SM5310 B/B-00, C/C-00, D/D-00	AB	\$30.00
			AC	\$30.00
			AE	\$30.00
54	Each	Zinc using EPA method 200.7 Rev# 4.4 or 200.8 Rev# 5.4	AB	\$15.00
			AC	\$15.00
			AE	\$12.00
			AG	\$12.00
55	Each	Alkalinity using method SM232B	AB	\$15.00
			AC	\$15.00
			AE	\$18.00
			AG	\$8.00
		Disinfection by Products		
56	Each	Total Haloacetic Acids Suite using EPA method 552.1 Rev# 1.0, 552.2 Rev# 1.0, 552.3 Rev# 1.0 or SM6251 B	AA	\$110.00
			AB	\$110.00
			AC	\$110.00
			AE	\$110.00
			AG	\$55.00
57	Each	Individual Haloacetic acids using EPA method 552.1 Rev# 1.0, 552.2 Rev# 1.0, 552.3 Rev# 1.0 or SM6251 B	AA	\$110.00
			AB	\$55.00
			AC	\$55.00
			AE	\$50.00
			AG	\$55.00

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Item	Unit	Article and Description	Awarded Vendors	Price
58	Each	Total Trihalomethanes using EPA method 524.2 Rev# 4.1, 524.3 or 551.1 Rev# 1.0	AA	\$25.00
			AB	\$80.00
			AC	\$80.00
			AE	\$80.00
			AG	\$40.00
59	Each	Individual Trihalomethanes using EPA method 524.2 Rev# 4.1, 524.3 or 551.1 Rev# 1.0	AA	\$25.00
			AB	\$40.00
			AC	\$40.00
			AE	\$30.00
			AG	\$40.00
60	Each	Chlorite using EPA method 300.0 Rev# 2.1, 300.1, or 317 Rev# 2.0	AE	\$35.00
			AG	\$15.00

61	Each	Bromate using EPA method 300.0 Rev# 2.1, 300.1, 317 Rev# 2.0 or 326.0 Rev# 1.0	AE	\$35.00
			AG	\$15.00
		UCMR4		
62	Each	AM1 Group using EPA method 200.8 Rev# 5.4, ASTM D5673-10, SM3125, 525.3 Rev# 1.0, 530 Rev# 1.0, 541 Rev# 1.0	AD	\$745.00
			AE	\$390.00
63	Each	Metals using EPA method 200.8 Rev# 5.4, ASTM D5673-10 or SM3125	AD	\$65.00
			AE	\$35.00
64	Each	Pesticides using EPA method 525.3 Rev# 1.0	AD	\$260.00
			AE	\$190.00
65	Each	Alcohols using EPA method 541 Rev# 1.0	AD	\$210.00
			AE	\$170.00
66	Each	SVOCs using EPA method 530 Rev# 1.0	AD	\$210.00
			AE	\$170.00

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Item	Unit	Article and Description	Awarded Vendors	Price
67	Each	AM2 Group using 552.3 Rev# 1.0, 557, 415.3 Rev# 1.1, Rev# 1.2, SM5310 B/B-00, C/C-00, D/D-00, 300.0 Rev# 2.1, 317 Rev# 2.0, 326.0 Rev# 1.0, ASTM D 6581-12	AD	\$285.00
			AE	\$210.00
68	Each	HAAs by EPA method 552.3 Rev# 1.0 or 557	AD	\$200.00
			AE	\$135.00
69	Each	Total Organic Carbon (TOC) using EPA method 415.3 Rev# 1.1, Rev# 1.2 or SM5310 B/B-00, C/C-00, D/D-00	AD	\$35.00
			AE	\$35.00
70	Each	Bromide using EPA method 300.0 Rev# 2.1, 317 Rev# 2.0, 326.0 Rev# 1.0 or ASTM D 6581-12	AD	\$50.00
			AE	\$40.00

71	Each	AM3 Group-Cyanotoxins using EPA method 544 Rev #1.0, 545, 546	AD	\$760.00
			AE	\$210.00
		Fee Schedules		
72	Each	Fee schedule for consultation and testimony related to a certain test	AB	\$100.00 per hour
			AC	\$100.00 per hour
			AE	\$40.00 hr
			AF	125.00 Per hour plus per diem and travel
			AG	\$140.00
73	Each	Fee schedule for consultation and testimony not related to any certain test	AA	\$200.00
			AB	\$100.00 per hour
			AC	\$100.00 per hour
			AE	\$40.00 hr
			AF	125.00 Per hour plus per diem and travel
			AG	\$140.00

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Item	Unit	Article and Description	Awarded Vendors	Price
74	Each	Fee schedule for expert witness	AA	\$275.00
			AB	\$100.00 per hour
			AC	\$100.00 per hour
			AE	\$50.00 hr
			AF	125.00 Per hour plus per diem and travel
			AG	\$140.00
75	Each	Fee schedule for trial preparation	AA	\$275.00
			AB	\$100.00 per hour
			AC	\$100.00 per hour
			AE	\$40.00 hr
			AF	125.00 Per hour plus per diem and travel
			AG	\$140.00

** 75 Items Total **



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Price Agreement

Awarded Vendor:**0000050567****Hall Environmental Analysis Lab****4901 Hawkins NE****Albuquerque, NM 87109****Email: andy@hallenvironmental.com****Telephone No.: [505-345-3975](tel:505-345-3975)**Price Agreement Number: **10-66700-21-27669**Payment Terms: **Net 30**F.O.B.: **Destination**Delivery: **As Requested****Ship To:****New Mexico Environment Department**Procurement Specialist: **Travis Dutton-Leyda** *JDZ*Telephone No.: **505-795-1076**Email: **travis.dutton-leyda@state.nm.us****Invoice:****New Mexico Environment Department****For questions regarding this agreement please contact:****Pilar, Christina 505-795-2094****Christina.Pilar2@state.nm.us****Title: Chemical Analysis of Drinking Water****Term: April 19, 2021 thru April 18, 2022****This Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.****Accepted for the State of New Mexico***Valerie Paulk*

w Mexico State Purchasing Agent

Date 4/16/2021

× This Agreement was signed on behalf of the State Purchasing Agent

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Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by

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the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

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New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Department Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

Article II –Term

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

Article III –Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

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Article V - Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

Article VII – Issuance or Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

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Specifications:**1. Introduction.**

The New Mexico Environment Department (“NMED” or “Department”), through its Drinking Water Bureau (“DWB”), is requesting bids for provision of establishing a price agreement for chemical analyses of drinking water samples collected from Public Water Systems (“PWS”) maintaining an approved Public Water System Number (“WSN”). The drinking water samples to be analyzed are collected pursuant to the New Mexico Drinking Water Regulations 20.7.10 NMAC, incorporating the Safe Drinking Water Act (“SDWA”) 40 CFR 141, 142, and 143, including the National Primary Drinking Water Regulations, National Secondary Drinking Water Regulations, and contaminants included in the Unregulated Contaminant Monitoring Rule and per the scope of work below.

The term of this agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-by-year basis, by agreement of all parties and approval of the New Mexico State Purchasing agent at the same prices, terms and conditions. This agreement shall not exceed four (4) years.

This procurement may result in a “multiple” awarded contract to vendors able to provide required service as per scope of work. Determination for award will be based on the bidder’s ability to meet the “minimum and submittal requirements” of this procurement and shall be made in the best interest of the State of New Mexico, New Mexico Environment Department, as follows:

2. Agency Contact.

The Department has designated an Agency Contact:

Bethany Anderson
NMED/DWB
PO Box 5469
Santa Fe, NM 87502-5469
(505) 469-3204
Bethany.Anderson@state.nm.us

This individual shall only be contacted once this agreement has been awarded.

3. Definition of Terminology.

This section contains definitions and abbreviations that are used throughout this procurement document.

“Chain of Custody” or “COC” means Chain of Custody or a document utilized for the tracking of the physical custody of water samples submitted for analysis by laboratories.

“Contract” or “Agreement” means a written agreement for the procurement of items of tangible personal property and services

“Contract Specialist” “CS” means the New Mexico Environment Department Drinking Water Bureau contract specialist.

“Contractor” means a successful bidder who enters into a binding agreement.

“Deliverable” means product outcome, services or tangible property that is a requirement of the agreement, price agreement, work order, or project design pursuant to all aspects of the scope of work and specifications.

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"Department" means the New Mexico Environment Department.

"DWB" means New Mexico Environment Department, Drinking Water Bureau.

"DWLCP" means the Drinking Water Laboratory Certification Program that's administered by the DWB.

"DWW" means Drinking Water Watch, which is the state's database for public access to water systems and their information.

"EPA" means the US Environmental Protection Agency.

"GSD" means General Services Division.

"ID" means identification.

"Invoice Coordinator (IC)" means the New Mexico Environment Department Drinking Water Bureau lab coordinator.

Laboratory Definitions:

- mg/L = Micro-grams per Liter
- pC/L = Pico-Curies per Liter
- ug/L = Micro-grams per Liter
- mrem/year = Milli-Rems per Year
- mfl = Micro-Fibers per Liter

"Mandatory" the terms, "must," "shall," "will," "is required," or "are required," identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the bidder's bid.

"Minimum" a means to identify a desirable or discretionary factor and limit of variation, function over a specific interval or criteria.

"MCL" means Maximum Contaminant Level.

"MDL" means Method Detection Limit as defined by EPA for each contaminant as listed in 40 CFR 141.

"MRL" means the Minimum Reporting Limit that the laboratory has established as their reporting level for that contaminant and has received approval by DWB to report to that level.

"NMED" means New Mexico Environment Department

"PWS" means Public Water System.

"PWSS Manager" means the NMED DWB Public Water System Supervision Group Manager.

"Quality Assurance" or "QA" means Contractor's formal review of care, problem identification, corrective actions to remedy any deficiencies and evaluation of actions taken in service within specifications.

"Quality Control" or "QC" means:

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- 1.Improving the overall quality of the final product with due confirmation/calibration tests, site verification and technical activities that measure the attributes and quality of the process to provide a final product of high quality, thereby reducing turnaround time to the DWB.
- 2.Formal enhanced integrity of data review and processing by the Contractor prior to uploading of data, thereby ensuring high quality deliverables.

“Sampler” or “sample collector” means the NMED DWB sampler or NM certified sampler.

“SDWIS” means Safe Drinking Water Information System. This is the EPA’s primary repository for Public Water System information.

"State Purchasing Agent" or "SPA" means the purchasing agent for the state of New Mexico at GSD or a designated representative thereof.

“WCF” means Water Conservation Fund.

“WCF Manager” means the NMED DWB Water Conservation Fund Manager.

“WSN” means Water System Number.

4. Scope of Work.

The Contractor(s) shall:

- A. Analyze all samples using methods approved by the EPA, for which certification has been granted by the DWB’s DWLCP. Detection limits for each analyte must meet the levels as specified within 40 CFR 141 for each analyte, unless prior permission to deviate from that level has been granted.
- B. Provide analyses in an indefinite quantity for the determination and detection of chemical contaminants for all drinking water analyses required by the EPA including, but not limited to the following types of contaminants as listed in 40 CFR 141 or 143 as follows:

1) Radiological Contaminants

Radiological Group (40 CFR 141.25, 141.29, and 141.66)				
SDWIS Codes	Radionuclides	Required detection limit	MCL	EPA Approved Methods
4000	Gross Alpha (including Ra-226 but excluding Radon and Uranium)	3 pCi/L	15 pCi/L	900.0, SM 7110 B, SM 7110 C, EPA 00-02
4010	Combined Ra-226/Ra-228	Ra-226 - 1 pCi/L	5 pCi/L	903.0, 903.1, SM 7500-Ra B
		Ra-228 – 1 pCi/L		904, SM7500-Ra D
4006	Uranium	1 µg/L	30 µg/L	200.8, 908.0, 908.1, ASTM D5174-97, SM 7500-U C
4007	Uranium- 234	For PWSs on quarterly monitoring		EPA U-02
4009	Uranium -238			
4100	Beta Particle and Photon Radioactivity		4 mrem/year	900.0, SM7110 B
4102	Tritium	1000 pCi/L	20,000 pCi/L	906
4174	Strontium-90	2 pCi/L	8 pCi/L	905

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2) Inorganic Contaminants

Inorganic Compounds as listed in 40 CFR 141.23				
SDWIS Code	IOC Chemical Name	Required detection limit (mg/L)	MCL (mg/L)	EPA Approved Methods
1074	Antimony	0.0004	0.006	200.8 Rev# 5.4
		0.003		SM3113B
1005	Arsenic	0.0014	0.010	200.8 Rev# 5.4
		0.001		SM3113B
1094	Asbestos	0.01 MFL	7 MLF ¹	100.1
		0.01 MFL		100.2
1010	Barium	0.002	2	200.7 Rev# 4.4
		0.002		200.8 Rev# 5.4
1075	Beryllium	0.0003	0.004	200.7 Rev# 4.4
		0.0003		200.8 Rev# 5.4
1015	Cadmium	0.001	0.005	200.7 Rev# 4.4
		0.001		200.8 Rev# 5.4
1020	Chromium	0.007	0.1	200.7 Rev# 4.4
		0.007		200.8 Rev# 5.4
1024	Cyanide ²	0.005	0.2	335.4
		0.005		SM4500-CN ⁻ B, E
1035	Mercury	0.0002	0.002	245.1
		0.0002		245.2
		0.0002		200.8 Rev# 5.4
1036	Nickel	0.005	The MCL for nickel was remanded in 1995 but PWSs are still required to monitor.	200.7 Rev# 4.4
		0.005		200.8 Rev# 5.4
1045	Selenium	0.002	0.05	200.8 Rev# 5.4
		0.002		SM3113B
1052	Sodium		N/A	200.7 Rev# 4.4
1085	Thallium	0.0003	0.002	200.8 Rev# 5.4
		0.001		SM3113B
1022	Lead		0.015 (action level)	200.8 Rev# 5.4
				SM3113B
1030	Copper		1.3 (action level)	200.7 Rev# 4.4
				200.8 Rev# 5.4
1041	Nitrite ⁴	0.004	1	300.0 Rev#2.1
		0.004		300.1
		0.05		353.2 Rev# 2.0
		0.1		SM4500-NO ₂ B
1038	Nitrate/Nitrite	0.01	10	300.0 Rev#2.1
		0.01		300.1
		0.05		353.2 Rev# 2.0

¹in Million Fibers/Liter (longer than 10 µm)²as free cyanide³MCL only applies to CWSs (40 CFR §141.11(a)); (40 CFR §141.62(b))

Regulated Semi-Volatile Organic Compounds as listed in 40 CFR 141.24						
RSOC Group	SDWIS Code	SOC Chemical Name	Alternative Name	Required detection limit	MCL	EPA Approved Methods
				mg/L	mg/L	
1	2051	Alachlor		0.0002	0.002	505 Rev# 2.1 525.2 Rev# 2.0
1	2050	Atrazine		0.0001	0.003	505 Rev# 2.1 525.2 Rev# 2.0
1	2306	Benzo(a)pyrene		0.00002	0.0002	525.2 Rev# 2.0
1	2035	Bis(2-ethylhexyl) adipate	Di(2-ethylhexyl) adipate	0.0006	0.4	525.2 Rev# 2.0
1	2298 (2039)	Bis(2-ethylhexyl) phthalate	Di(2-ethylhexyl) phthalate	0.0006	0.006	525.2 Rev# 2.0
1	2005	Endrin		0.00001	0.002	505 Rev# 2.1 525.2 Rev# 2.0
1	2065	Heptachlor		0.00004	0.0004	505 Rev# 2.1 525.2 Rev# 2.0
1	2067	Heptachlor Epoxide		0.00002	0.0002	505 Rev# 2.1 525.2 Rev# 2.0
1	2274	Hexachlorobenzene		0.0001	0.001	505 Rev# 2.1 525.2 Rev# 2.0
1	2042	Hexachlorocyclopentadiene		0.0001	0.05	505 Rev# 2.1 525.2 Rev# 2.0
1	2010	Lindane	BHC-Gamma	0.00002	0.0002	505 Rev# 2.1 525.2 Rev# 2.0
1	2015	Methoxychlor		0.0001	0.04	505 Rev# 2.1 525.2 Rev# 2.0
1	2037	Simazine		0.00007	0.004	505 Rev# 2.1 525.2 Rev# 2.0
2	2110	2,4,5-TP (Silvex)		0.0002	0.05	515.1 Rev# 4.0 515.2 Rev# 1.1 515.3 Rev# 1.0 515.4 Rev# 1.0
2	2105	2,4-D		0.0001	0.07	515.1 Rev# 4.0 515.2 Rev# 1.1 515.3 Rev# 1.0 515.4 Rev# 1.0
2	2031	Dalapon		0.001	0.2	515.1 Rev# 4.0 515.3 Rev# 1.0 515.4 Rev# 1.0
2	2041	Dinoseb		0.0002	0.007	515.1 Rev# 4.0 515.2 Rev# 1.1 515.3 Rev# 1.0 515.4 Rev# 1.0
2	2326	Pentachlorophenol		0.00004	0.001	515.1 Rev# 4.0 515.2 Rev# 1.1 515.3 Rev# 1.0 515.4 Rev# 1.0
2	2040	Picloram	Tordon	0.0001	0.5	515.1 Rev# 4.0 515.2 Rev# 1.1 515.3 Rev# 1.0

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						515.4 Rev# 1.0
Regulated Semi-Volatile Organic Compounds as listed in 40 CFR 141.24						
RSOC Group	SDWIS Code	SOC Chemical Name	Alternative Name	Required detection limit	MCL	EPA Approved Methods
				mg/L	mg/L	
3	2959	Chlordane	Gamma-chlordane	0.0002	0.002	505 Rev# 2.1
						508 Rev# 3.1
						525.2 Rev# 2.0
						525.3
3	2383	Polychlorinated Biphenyls (PCBs) - Total		0.0001	0.0005	508 Rev# 3.1
						508.1 Rev# 2.0
						525.2 Rev# 2.0
3	2020	Toxaphene		0.001	0.003	505 Rev# 2.1
						508.1 Rev# 2.0
						525.2 Rev# 2.0
4	2931	Dibromochloropropane	DBCP; 1,2-dibromo-3-chloro	0.00002	0.0002	504.1 Rev# 1.1
4	2946	Ethylene Dibromide	EDB; 1,2-Dibromoethane	0.00001	0.00005	504.1 Rev# 1.1
5	2046	Carbofuran	Furadan	0.0009	0.04	531.1 Rev# 3.1
						531.2 Rev#1.0
5	2036	Oxamyl	Vydate	0.002	0.2	531.1 Rev# 3.1
						531.2 Rev#1.0
6	2034	Glyphosate	Round-up	0.006	0.7	547
7	2033	Endothall		0.009	0.1	548.1 Rev# 1.0
8	2032	Diquat		0.0004	0.02	549.2 Rev# 1.0
9	2063	Dioxin	2,3,7,8-TCDD	5.00E-09	3.00E-08	1613

Volatile Organic Compounds as listed under 40 CFR 141.24						
SDWIS Code	VOC Chemical Name	Alternative Name	Required detection limit	MCL	EPA Approved Methods	
			mg/L	mg/L		
2981	1,1,1-Trichloroethane		0.0005	0.2	524.2 Rev# 4.1	524.3
2985	1,1,2-Trichloroethane		0.0005	0.005		
2378	1,2,4-Trichlorobenzene		0.0005	0.07		
2980	1,2-Dichloroethane		0.0005	0.005		
2983	1,2-Dichloropropane		0.0005	0.005		
2990	Benzene		0.0005	0.005		
2982	Carbon Tetrachloride	Tetrachloromethane	0.0005	0.005		
2989	Monochlorobenzene	Chlorobenzene	0.0005	0.1		
2380	cis-1,2-dichloroethylene		0.0005	0.07		
2977	1,1-Dichloroethylene	Dichloroethene; 1,1-DCE	0.0005	0.007		
2964	Dichloromethane	Methylene Chloride	0.0005	0.005		
2992	Ethylbenzene		0.0005	0.7		
2968	o-Dichlorobenzene	1,2-Dichlorobenzene	0.0005	0.6		
2969	1,4-Dichlorobenzene	para-Dichlorobenzene; p-Dichlorobenzene	0.0005	0.075		

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Volatile Organic Compounds as listed under 40 CFR 141.24						
SDWIS Code	VOC Chemical Name	Alternative Name	Required detection limit	MCL	EPA Approved Methods	
2996	Styrene		0.0005	0.1		
2987	Tetrachloroethylene		0.0005	0.005		
2991	Toluene		0.0005	1		
2955	Total Xylenes		0.0005	10		
2979	trans-1,2-dichloroethylene		0.0005	0.1		
2984	Trichloroethylene	Trichloroethene	0.0005	0.005		
2976	Vinyl Chloride		0.0005	0.002		

Per- and Polyfluoroalkyl Substances (PFAS) as listed in the Unregulated Contaminant Monitoring Rule

PFAS Chemical Name	Abbreviation	Required detection limit 533 ¹	Required detection limit 537 ¹	Required detection limit 537.1 ¹	Health Advisory	EPA Approved Methods	
		ng/L	ng/L	ng/L	ng/L		
11-Chloroeicosafluoro-3-oxaundecane-1-sulfonic acid	11Cl-PF3OUdS	1.6		1.5	40 ² /70 ³	533	537.1 Rev# 2.0
9-Chlorohexadecafluoro-3-oxanonane-1-sulfonic acid	9Cl-PF3ONS	1.4		1.8	40 ² /70 ³	533	537.1 Rev# 2.0
4,8-Dioxa-3h-perfluorononanoic acid	ADONA	3.4		0.55	40 ² /70 ³	533	537.1 Rev# 2.0
Hexafluoropropylene oxide dimer acid	HFPO-DA	3.7		4.3	40 ² /70 ³	533	537.1 Rev# 2.0
Perfluorobutanesulfonic acid	PFBS	3.5	3.7	6.3	40 ² /70 ³	533	537 Version 1.1/537.1 Rev# 2.0
Perfluorodecanoic acid	PFDA	2.3	3.8	3.3	40 ² /70 ³	533	537 Version 1.1/537.1 Rev# 2.0
Perfluorododecanoic acid	PFDoA	2.2	3.5	1.3	40 ² /70 ³	533	537 Version 1.1/537.1 Rev# 2.0
Perfluoroheptanoic acid	PFHpA	2.6	3.8	0.63	40 ² /70 ³	533	537 Version 1.1/537.1 Rev# 2.0
Perfluorohexanoic acid	PFHxA	5.3	2.9	1.7	40 ² /70 ³	533	537 Version 1.1/537.1 Rev# 2.0
Perfluorohexanesulfonic acid	PFHxS	3.7	8.0	2.4	40 ² /70 ³	533	537 Version 1.1/537.1 Rev# 2.0
Perfluorononanoic acid	PFNA	4.8	5.5	0.83	40 ² /70 ³	533	537 Version 1.1/537.1 Rev# 2.0
Perfluorooctanoic acid	PFOA	3.4	5.1	0.82	40 ² /70 ³	533	537 Version 1.1/537.1 Rev# 2.0
Perfluorooctanesulfonic acid	PFOS	4.4	6.5	2.7	40 ² /70 ³	533	537 Version 1.1/537.1 Rev# 2.0
Perfluoroundecanoic acid	PFUnA	2.7	6.9	5.2	40 ² /70 ³	533	537 Version 1.1/537.1 Rev# 2.0

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Per- and Polyfluoroalkyl Substances (PFAS) as listed in the Unregulated Contaminant Monitoring Rule

PFAS Chemical Name	Abbreviation	Required detection limit 533 ¹	Required detection limit 537 ¹	Required detection limit 537.1 ¹	Health Advisory	EPA Approved Methods	
1H,1H, 2H, 2H-perfluorohexane sulfonic acid	4:2FTS	4.7			40 ² /70 ³	533	
1H,1H, 2H, 2H-perfluorooctane sulfonic acid	6:2FTS	14			40 ² /70 ³	533	
1H,1H, 2H, 2H-perfluorodecane sulfonic acid	8:2FTS	9.1			40 ² /70 ³	533	
Nonafluoro-3,6-dioxaheptanoic acid	NFDHA	16			40 ² /70 ³	533	
Perfluorobutanoic acid	PFBA	13			40 ² /70 ³	533	
Perfluoro(2-ethoxyethane) sulfonic acid	PFEESA	2.6			40 ² /70 ³	533	

Per- and Polyfluoroalkyl Substances (PFAS) as listed in the Unregulated Contaminant Monitoring Rule

PFAS Chemical Name	Abbreviation	Required detection limit 533 ¹	Required detection limit 537 ¹	Required detection limit 537.1 ¹	Health Advisory	EPA Approved Methods	
		ng/L	ng/L	ng/L	ng/L		
Perfluoroheptanesulfonic acid	PFHpS	5.1			40 ² /70 ³	533	
Perfluoro-4-methoxybutanoic acid	PFMBA	3.7			40 ² /70 ³	533	
Perfluoro-3-methoxypropanoic acid	PFMPA	3.8			40 ² /70 ³	533	
Perfluoropentanoic acid	PFPeA	3.9			40 ² /70 ³	533	
Perfluoropentanesulfonic acid	PFPeS	6.3			40 ² /70 ³	533	
N-ethyl perfluorooctanesulfonamidoacetic acid	NEtFOSAA		14	4.8	40 ² /70 ³		537 Version 1.1/537.1 Rev# 2.0
N-methyl perfluorooctanesulfonamidoacetic acid	NMeFOSAA		14	4.3	40 ² /70 ³		537 Version 1.1/537.1 Rev# 2.0
Perfluorotetradecanoic acid	PFTA/PFTeDA		4.7	1.2	40 ² /70 ³		537 Version 1.1/537.1 Rev# 2.0
Perfluoro tridecanoic acid	PFTTrDA			0.53	40 ² /70 ³		537 Version 1.1/537.1 Rev# 2.0

¹Detection limits are the Lowest Concentration Minimum Reporting Levels (LCMRL) taken from the EPA approved methods listed.

²EPA interim recommendations (December 2019) for PFAS in groundwater include using a screening level of 40 parts per trillion (ng/L)

³To provide the most sensitive populations, with a margin of protection from a life- time of exposure to PFOA and PFOS from drinking water, EPA established the health advisory levels at 70 parts per trillion (ng/L). When both PFOA and PFOS are found in drinking water, the combined concentrations of PFOA and PFOS should be compared with the 70 parts per trillion health advisory level.

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4) Secondary Contaminants

Secondary Drinking Water Parameters as listed in 40 CFR 143			
SDWIS Codes	Secondary Chemical Name	Secondary MCLs	EPA Approved Methods
1002	Aluminum	0.05-0.2 mg/L	200.7 Rev# 4.4
			200.8 Rev# 5.4
			SM3113B
1017	Chloride	250 mg/L	300.0 Rev#2.1
			300.1
1905	Color	15 color units	SM2120 B
1025	Fluoride ³	2	300.0 Rev#2.1
			300.1
			SM4500F ⁻ C
2905	Foaming Agents	0.5mg/L	SM5540 C
1028	Iron	0.3 mg/L	200.7 Rev# 4.4
			SM3113B
1032	Manganese	0.05 mg/L	200.7 Rev# 4.4
			200.8 Rev# 5.4
			SM3113B
1920	Odor	3 TON	SM2150 B
1925	pH	6.5- 8.5	150.1
			150.2
			SM4500-H+ B
1050	Silver	0.1 mg/l	200.7 Rev# 4.4
			200.8 Rev# 5.4
			SM3113B
1055	Sulfate	250 mg/L	300.0 Rev#2.1
			300.1
1930	TDS	500 mg/L	SM2540 C
2920	Total Organic carbon (TOC)		Total Organic Carbon (TOC) using EPA method 415.3 Rev# 1.1, Rev# 1.2
			SM5310 B/B-00, C/C-00, D/D-00
2919	Dissolved Organic Carbon (DOC)		Total Organic Carbon (TOC) using EPA method 415.3 Rev# 1.1, Rev# 1.2
			SM5310 B/B-00, C/C-00, D/D-00
1095	Zinc	5 mg/L	200.7 Rev# 4.4
			200.8 Rev# 5.4

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5) Disinfection Byproducts

Disinfection by Products as listed under 40 CFR 141.131							
SDWIS Codes	DBP Chemical Name	Required detection limit	MCL	EPA Methods			
		mg/L	mg/L				
2943	Bromodichloromethane	0.0010	0.08	524.2 Rev# 4.1	524.3	551.1 Rev# 1.0	
2942	Bromoform	0.0010					
2941	Chloroform	0.0010					
2944	Dibromochloromethane	0.0010					
2950	Total Trihalomethanes						
				EPA Methods			
2453	Monobromoacetic acid	0.001	0.06	552.1 Rev# 1.0	552.1 Rev# 1.0	552.1 Rev# 1.0	SM6251 B
2454	Dibromoacetic acid	0.001					
2451	Dichloroacetic acid	0.001					
2450	Monochloroacetic acid	0.002					
2452	Trichloroacetic acid	0.001					
2456	Total HAA5s						
				300.0 Rev#2.1	300.1	317 Rev#2.0	326.0 Rev# 1.0
1009	Chlorite	0.020	1.0	300.0 Rev#2.1	300.1	317 Rev#2.0	326.0 Rev# 1.0
1011	Bromate ¹	0.0050	0.01				
		0.0010					

¹Laboratories that use EPA Method 317.0 Rev# 2.0 must meet a 0.0010 mg/L MRL for bromate.

- C. Accommodate NMED/DWB in emergency situations. Emergency and priority samples are samples that may be considered an acute violation or cause a potential threat to human health or safety as determined by NMED/DWB. The NMED/DWB Bureau Chief, PWSS Manager, or the WCF Manager may designate any sample as an emergency sample that will require immediate analysis and may require overtime by Contractor personnel to complete the analysis; or a priority sample that shall be analyzed as soon as practicable, but will not require overtime by the Contractor. An emergency sample or priority sample will require advance approval by the appropriate Contractor manager or section supervisor.
- D. Provide the PWS or DWB personnel with the EPA approved sample bottles, approved sample request forms, and preservatives at no additional cost.
- E. Accept sample analysis requests submitted with signatures and ID#'s of NM certified samplers using a request form that meets all of DWB's reporting information requirements and is approved by or is issued by the DWB. This includes full COC documentation or any other requirements as listed in DWB's current DWLCP Guidance Manual.
- F. Pay the cost of shipping to return coolers to the appropriate NMED/DWB field office or PWS.
- G. Ensure QC so that if the receipt of a sample does not allow the lab sufficient time to meet the required holding time pursuant to method requirements for that analysis, the Contractor shall not analyze the sample. Reasonable time shall be allowed for the collection and delivery of the sample and said time shall not be used as a reason for rejection under this item.
- H. The Contractor must notify the sampler and DWB via e-mail at: nmenv.labsamples@state.nm.us within 24 hours if any sample is rejected or cannot be analyzed for any reason, or when any other QC measurements or

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minimum detection limits are not within the expected acceptance range or are considered to be out of compliance.

- I. Ensure receipt of all samples on an approved completed COC which has sufficient information to process the sample and upload the results into the DWB database. The Contractor must attempt to obtain complete sample information from the sample collector to process and upload the sample. If the Contractor is unable to obtain the required information, the sample will be rejected. The submitting sample collector and DWB will be notified of the rejected sample as described in item H.
- J. Retain samples for thirty (30) days after results are reported to NMED/DWB, excluding samples that have holding times of less than fifteen (15) days.
- K. Repeat the analysis of retained samples at the request of NMED/DWB within thirty (30) days after results are provided by the Contractor. The cost for the repeat analysis shall be assumed by the Contractor if the results indicate to NMED/DWB a substantive error by the Contractor. Costs for the repeat analysis shall be assumed by NMED/DWB if the results are consistent with the results initially provided by the Contractor.
- L. Provide/Qualify any sample that must be recollected due to Contractor error on the original sample (e.g., holding time exceeded at the lab, not meeting the minimum required detection limits, quality control or quality assurance failures, or erroneous results as defined by NMED). The Contractor will be required to reimburse NMED/DWB for the recollection of the sample(s). The following criteria may be used to calculate the total cost for recollection:
 - 1) Cost for the single day rental of a vehicle;
 - 2) NMED shall be reimbursed reasonable travel expenses. Authorized travel shall be reimbursed at the rate approved by NMED. NMED/DWB shall submit Roundtrip Mileage Re-imbursement schedule from the location of the NMED/DWB sample collector to the PWS. New Mexico State current mileage rates will apply to determine this cost;
 - 3) Salary of the NMED/DWB sample collector that is collecting the sample for the time used to recollect the sample; and
 - 4) Shipping of sample to the Contractor.
- M. Meet all the following reporting and deliverable requirements:
 - 1) The Contractor must report analysis results, both via electronic upload, and a PDF copy emailed to DWB, along with a paper copy mailed to the submitting PWS. If the PWSs would like an emailed copy they will be instructed to make that request directly to the laboratory. Analysis results should be reported within ten (10) business days of completion of the analysis.
 - 2) The Contractor must submit electronic compliance data on either a weekly or bi-weekly basis, in a format specified by DWB that will upload effectively into the DWB database in use at the time of upload (currently SDWIS) at: <https://sep.net.env.nm.gov/sep/login-form> (for which access must be granted). This includes providing all data elements using formats and procedures specified in the DWB DWLCP Manual requirements, or by the SDWIS Database Supervisor, which allows successful transmission and upload of electronic data from the Contractor to DWB's SDWIS. If the DWB database is upgraded or changed to meet requirements set forth by DWB or EPA, the Contractor will be provided training by DWB to modify the data elements as needed to complete an updated method of data transfer into SDWIS.
 - 3) Only compliance data should be uploaded to SDWIS. Submittals to SDWIS must include:
 - a) PWS ID number (as listed in SDWIS or DWW),
 - b) Date and time of sample collection,

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- c) Type of sample collected (routine, confirmation, etc.),
 - d) Analysis results,
 - e) Facility ID number,
 - f) Sample collection point ID# and location (if listed),
 - g) Sample collector's Name and NM Operator/Sampler certification number as listed on the request form (Ex. Doe, John NM12345),
 - h) Lab ID number,
 - i) Lab sample ID number,
 - j) Field sample request ID number (if available),
 - k) Sample analysis start date and start time,
 - l) Sample analytical method used,
 - m) Any analytical qualifications to the result, and
 - n) Any field comments or additional remarks from COC.
- 4) The Contractor must register with EPA to obtain access to log onto and upload analysis results to the EPA Compliance Monitoring Data Portal ("CMDP") when available. Contractor must also maintain capabilities or credentials necessary to access CMDP or provide data uploads as required by regulatory changes.
- 5) The Contractor must submit paper or electronic pdf copies of the analysis results as described in Section 18 below, and one paper copy to the water system Administrative Contact (AC) as listed in SDWIS or DWW. Results must include at a minimum:
- a) PWS Name and ID number (as listed in SDWIS or DWW),
 - b) Date and time of sample collection,
 - c) Type of sample collected (routine, confirmation, etc.),
 - d) Analysis results,
 - e) Facility ID name and number,
 - f) Sample collection point ID# and location (if listed),
 - g) Sample collector's Name and NM Operator/Sampler certification number as listed on the request form (Ex. Doe, John NM12345),
 - h) Lab Name,
 - i) Lab ID number,
 - j) Lab contact information (phone number, address, etc.),
 - k) Lab sample ID number,
 - l) Field sample request ID number,
 - m) Sample analysis start date and start time,
 - n) Sample analytical method used,
 - o) Any analytical qualifications to the result, and
 - p) Any field comments or additional remarks from COC.
- 6) Upon request, the Contractor must be able to provide a completed COC for all compliance samples analyzed by the Contractor.
- 7) The Contractor must report all detects of contaminants that may significantly impact public health as follows, as these detects require immediate action by NMED:
- i. Acute health risks should be reported **within twenty-four (24) hours** of final data review by email to the State email address, nmenv.labsamples@state.nm.us under the subject title: Chemical Results. Acute risks consist of a nitrate/nitrite MCL exceedance.

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- ii. All Organic results (except for TTHM/HAA5) detected \geq levels specified in 40 CFR 141.24(f)(11) for VOCs and 141.24(h)(18) for RSOCs, must be reported to NMED/DWB **within one (1) business day** of final data review by email at: nmenv.labsamples@state.nm.us under the subject title: Chemical Results.
- iii. All other results, Inorganics, Radionuclides, and TTHM/HAA5s detected \geq one-half ($\frac{1}{2}$) their MCL value listed in 40 CFR 141, should be reported to NMED/DWB **within one (1) business day** of final data review by email at: nmenv.labsamples@state.nm.us under the subject title: Chemical Results.

An attachment or statement must accompany the email detailing the specifics about the sample and should include the same data as required in M. 3, Items a – n above.

- 8) The Contractor must provide results of any batch blanks or quality control samples to DWB upon request.

N. Send monthly statements and associated invoices to the individuals listed in **Section 17** below, as described in **Section 9: Acceptance**.

5. Contract Requirements.

- A. The Contractor shall not subcontract any portion of this agreement without the prior written approval of the NMED. The WCF Manager and IC should be provided with a current list of subcontractors and the analyses they are providing to the Contractor when any changes are made. All subcontractors must be chemical laboratories which have current DWLCP certification to analyze drinking water samples prior to DWB approval. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this agreement, nor shall any subcontracting obligate payment from the NMED.
- B. The Contractor must be able to receive and process samples during normal working hours, Monday through Friday and be able to comply with any outside of normal working hours (i.e., Saturday and Sunday). Normal working hours mean a reasonable time limit that allows the Contractor to process contractual obligations on the day of receipt without cause or incurrence of overtime expenses.
- C. The Contractor must provide a quarterly sample workload report, based on the calendar year, to the WCF Manager within fifteen (15) days after each quarter ends. QA reports should include, at a minimum, the following data: total number of sample results reported, total number of samples rejected (with reason for rejection noted on the report), total number of lab errors (sample analyzed but results could not be reported), percent of results reported within 10 days of analysis, percent of results reported within 30 days of analysis, percent of results reported within 60 days of analysis, and percent of results reported within 90 days of analysis. Reports should be emailed to: NMENV-DWBlabcert@state.nm.us.
- D. The Contractor shall be capable of providing consultations and testimony on issues relating to specific sample test(s) under this agreement.
 - 1) The rates for testimony that are not directly related to a specific test will be paid to the Contractor in accordance with the fee schedule provided by the Contractor;
 - 2) The rates for testimony as an expert witness will be paid to the Contractor in accordance with the fee schedule provided by the Contractor; and
 - 3) Certain activities may be undertaken at the direction of NMED/DWB attorneys and will be compensated in accordance with the fee schedule provided by the Contractor. Such work shall constitute trial preparation and shall not be disclosed without the prior written consent of the NMED/DWB attorneys or their approved representatives.

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- E. This Price Agreement shall not be amended unless all parties agree in writing to the amendment.
- F. The Contractor shall not collect any additional fee from any other party for services provided under this agreement.
- G. This agreement may be terminated by either party upon written notice delivered to the other party at least thirty (30) days before the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform by the date of termination. The provision is not exclusive and does not waive other legal rights and remedies afforded the state in such circumstances as default/breach of contract.
- H. The awarded Contractor will be required to follow the EPA primacy conditions (40 CFR 142), the EPA Manual for the Certification of Laboratories Analyzing Drinking Water: Criteria and Procedures Quality Assurance, 5th Ed. (815-R-05 -004, January 2005) and all subsequent supplements; including Supplement 1 (EPA 815-F-08-006, June 2008) and Supplement 2 (EPA 815-F-12-006, November 2012), and the National Environmental Laboratory Accreditation Program (NELAP) requirements as described in The NELAC Institute (TNI) Standard.

6. The Contractor(s) Further Agrees to:

- A. Comply with state laws and rules pertaining to workers' compensation insurance coverage for its employees. If Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the agreement may be cancelled effective immediately.
- B. The prices quoted herein represent the total compensation to be paid by the State for goods and/or services provided. It is understood that the party providing said goods and/or services to the state is responsible for payment of all costs of labor, equipment, tools, materials, federal tax, permits, licenses, fees and any other items necessary to complete the work provided.
- C. The prices quoted in this agreement include an amount sufficient to cover such costs.
- D. The conditions and specifications sent out in the invitation to bid are inseparable and indivisible. Any vendor, by submitting a bid, agrees to be bound by all such conditions or specifications sent out in this invitation to bid, and all other documents required to be submitted shall be returned by the vendor in their bid package. Failure to do so, or any attempt to vary or change the conditions or specifications of the bid shall, at the discretion of the state, constitute grounds for rejection of the entire bid.

7. Default:

The Contractor is in default of the agreement, if the Contractor:

- A. Fails to begin the work under the agreement within the time specified, or;
- B. Fails to perform the work with sufficient supervision, workmen, equipment or materials to assure the prompt completion of said work, or;
- C. Performs the work unsuitably, neglects or refuses testing materials, or refuses to repeat rejected, unacceptable or unsuitable work previously performed, or;
- D. Discontinues the prosecution of the work without due diligence, or;
- E. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or;

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- F. Becomes insolvent or is declared bankrupt or commits any acts of bankruptcy or insolvency, or;
- G. Upon the default of the Contractor, the Department may undertake to complete the work with its own forces or may procure a completing Contractor to finish the work. All costs and charges thereby incurred by the Department, together with the cost of completing the work under contract, will be deducted from funds which are due or may become due to the defaulting Contractor.

8. Submission:

Upon completion of agreed upon deliverables as set forth in the scope of work, the Contractor must submit via email to the IC a detailed statement accounting for all services performed. Statements should be generated only once per month based upon the month the analyses were approved and uploaded into SDWIS by the Contractor. Additionally, statements must list off PWSs alphabetically by name and WSN as listed within SDWIS or DWW. Statements should be submitted to the IC within ten (10) days after the month during which results were uploaded and should contain the number of samples received and analyzed. Only complete analysis groups should be listed on statements. No individual line item should be listed on a statement, if it is part of a group for which all analytes have not been analyzed and uploaded. Analytes submitted individually on separate COCs are acceptable.

Upon receipt of statements, the IC will review for accuracy against results loaded into SDWIS. If incorrect, the IC will return to Contractor via email for corrections. If approved, the IC will email approval notice to Contractor. After receipt of approval, the Contractor may submit an invoice via to CS and the IS. Invoice date cannot be before Statement approval date by IC, or the invoice will be rejected. A copy of the invoice format will be provided.

9. Invoicing documents and information shall be sent electronically to:

Adele McKenzie-Invoice Coordinator
NMED/DWB
P.O. Box 5469
Santa Fe, NM 87502-5469
(505) 476-8647
Adele.Mckenzie@state.nm.us

10. Electronic PDF Copies should be sent to:

lab.samples@state.nm.us

11. Other contacts listed in this agreement:

Trina Page-Contract Specialist
NMED/DWB
P.O. Box 5469
Santa Fe, NM 87502-5469
(505) 476-8622
Trina.Page@state.nm.us

Joe Martinez-Chief, DWB
NMED/DWB
P.O. Box 5649
Santa Fe, NM 87502
(505) 467-9415

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NMED/DWB

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NMED/DWB

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(505) 222-9590

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12. Acceptance:

In accordance with section 13-1-158 NMSA 1978, the IC or CS shall determine if the deliverables provided meet specifications. No payment shall be made for any analysis until the paper and electronic report that is the subject of the payment invoice has been accepted in writing by the IC. To accept the deliverables, the IC and CS, in conjunction with the WCF Manager, will assess the quality of the deliverable and determine, at a minimum, that the deliverable:

- 1) Complies with the deliverable requirements as defined in the scope of work;
- 2) Complies with the terms and conditions of the price agreement;
- 3) Meets the performance measures for the deliverable and this agreement; and
- 4) Meets or exceeds the generally accepted industry standards and procedures for the deliverables.

If the deliverable is deemed acceptable by the IC, and the invoicing is deemed acceptable by the CS, payment shall be made. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the NMED shall not incur late charges, interest, or penalties for failure to make payment within thirty (30) business days from the date the CS receives the invoice. All invoices received by CS after June 30th **will not be paid.**

Results of analyses must be reported in a timely manner to ensure the ability of DWB to protect public health. Results must be submitted no later than 30 days after completion and approval of the analysis. Failure to meet this requirement can result in reductions in the payment per analysis remitted to the Contractor. The following schedule of payment reductions may be assessed for each sample analysis result that fails to meet these reporting requirements.

- 1) Payment for a sample analysis will be reduced to 80% of the agreement amount when that sample analysis result is reported 31 through the 60 calendar days after completion of analysis.
- 2) Payment for a sample analysis will be reduced to 60% of the agreement amount when that sample analysis result is reported 61 through the 90 calendar days after completion of analysis; and

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- 3) Payment for a sample analysis will be reduced to 40% of the agreement amount when that sample analysis result is reported greater than 90 calendar days after completion of the analysis.

13. Rejection:

Statements or Invoices that are inaccurate/incomplete, or DWB has not received the analysis results as described in the Scope of Work for any samples listed in the Statement or Invoice, will be rejected and returned for corrections/re-submission. Unless the IC gives notice of rejection within the fifteen (15) business day period, the deliverable will be deemed to have been accepted. If the deliverable is deemed unacceptable due to QA deficiencies, the IC will supply a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection in writing within fifteen (15) business days from the date of submission.

Upon rejection and receipt of comments, the Contractor will have ten (10) business days to resubmit the deliverable to the IC with all appropriate corrections or modifications made. The IC will again determine whether the deliverable is acceptable and provide a written determination within fifteen (15) business days of receipt of the deliverable.

The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the deliverable under the terms of this agreement and available at law or equity. If a deliverable must be resubmitted more than twice for acceptance, the Contractor shall be deemed in breach of this agreement. The DWB may seek any and all damages and remedies under the terms of this agreement and available at law or equity. Additionally, DWB may terminate this agreement.

The DWB shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

14. Tax Note.

Price shall not include state gross receipts tax or local option tax(es). Such tax or taxes shall be added at time of invoicing at current rate and shown as a separate item to be paid by the Department.

15. Escalation Clause.

Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, SPD and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Contractor shall submit all pricing increase requests to SPD directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to SPD (such as a letter from a manufacturer indicating price increases, etc.) SPD's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement.

Requested price increases that exceed 10% will not be accepted. No price increase may result in a higher profit margin for the Contractor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the

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vendor. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including reason for increase.

16. Shipping Charges.

All necessary equipment, sample bottles, and preservatives sent to sample collectors by the Contractor will be shipped at the cost of the Contractor.

17. Method of Award.

Multiple Awards may be issued in each group and discount category in order to provide NMED with the widest possible variety of services. Award shall be made in the best interest of the State of New Mexico.

18. Cost.

Interested bidders must submit fixed cost rates for each of the items in Section 20: Bid Items. These items are to be purchased at an indefinite quantity at the discretion of NMED.

19. Submittal Requirements.

All interested bidders, at a minimum, must be able to provide the products and/or services identified within the scope of work of this invitation to bid. Any other associated costs must be identified by the bidders and will be taken into consideration upon evaluation of the bids received.

Bids will be accepted for any of the analysis methods listed in the scope of work. Bidder should not bid on individual analytes within a group unless they are bidding for all analytes within that group. Bidder should list “**No bid**” when not bidding on an item.

Bidder shall promptly notify the NMED of any ambiguity, inconsistency or error which they may discover upon the examination of the bidding documents, or of site and local conditions.

The NMED shall have the right to reject any or all bids, and in particular, to reject a bid not accompanied by data, literature or samples required by the bidding documents, or a bid in any way incomplete or irregular.

The Contractor shall be considered an independent Contractor and not an employee of the State of New Mexico. However, directions as to time and place of performance and compliance with rules and regulations may be required by the Department.

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Items:

Item	Approx. Qty.	Unit	Description	Unit Price
1	1	each	Additional fee for emergency or priority sample analysis x2 multiplier from the standard price	\$2.00
			Inorganics	
2	1	each	Heavy Metal Suite including antimony, arsenic, barium, total beryllium, cadmium, chromium, mercury, nickel, selenium, thallium, and sodium	\$105.00
3	1	each	Individual Metals using EPA method 200.7 Rev# 4.4	\$15.00
4	1	each	Individual Metals using EPA method 200.8 Rev# 5.4	\$15.00
5	1	each	Mercury using EPA methods 245.1, 245.2 or 200.8 Rev# 5.4	\$25.00
6	1	each	Lead and Copper as a Suite using method 200.8 Rev# 5.4	\$28.00
7	1	each	Lead and Copper individual using method 200.8 Rev# 5.4	\$15.00
8	1	each	Lead using SM3113B	\$35.00
9	1	each	Copper using EPA method 200.7 Rev# 4.4	\$15.00
10	1	each	Cyanide using EPA method 335.4, SM4500-CN ⁻ B, E	\$40.00
11	1	each	Fluoride using EPA method 300.0 Rev#2.1, 300.1 or SM4500F ⁻ C	\$15.00
12	1	each	Nitrate + Nitrite using EPA methods 300.0 Rev# 2.1 or 353.2 Rev# 2.0	\$20.00
13	1	each	Nitrite using EPA method 300.0 Rev#2.1, 353.2 Rev# 2.0 or SM4500-NO ₂ B	\$15.00
14	1	each	Asbestos using EPA method 100.1 or 100.2	\$220.00
			Radiologicals	
15	1	each	Radiological Suite: Gross Alpha/Beta, Radium 226 & 228, and Combined Uranium	\$275.00
16	1	each	Gross Alpha/Beta using EPA method 900.0 or SM7110 B	\$85.00
17	1	each	Radium 226 using EPA method 903.0, 903.1 or SM7500-Ra B	\$85.00
18	1	each	Radium 228 using EPA method 904.0 or SM7500-Ra D	\$85.00
19	1	each	Combined Radium 226/228 SM7500-Ra B/D	\$160.00
20	1	each	Uranium using EPA methods 908, 908.1, 200.8 Rev# 5.4, ASTM D5174-97 or SM7500-U C	\$35.00
21	1	each	Uranium 234 and 238 using EPA U-02-RC	\$115.00
22	1	each	Tritium using EPA method 906	\$85.00
23	1	each	Strontium using EPA method 905	\$145.00
			Organics	
24	1	each	Volatile Organic Compound Suite using EPA method 524.2 Rev# 4.1 or 524.3	\$95.00
25	1	each	Individual VOCs using method 524.2 Rev# 5.4	\$35.00
26	1	each	Individual VOCs using EPA method 524.3	\$35.00
27	1	each	Synthetic Organic Compounds Suite including EPA methods 504.1 Rev# 1.1 , 505 Rev# 2.1, 508 Rev# 3.1, 508.1 Rev# 2.0, 515.1 Rev# 4.0 515.2 Rev# 2.0, 515.3 Rev# 1.0, 515.4 Rev# 1.0, 525.2 Rev# 2.0, 531.1 Rev# 3.1, 547, 548.1 Rev# 1.0, 549.2 Rev# 1.0,	\$880.00

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Item	Approx. Qty.	Unit	Description	Unit Price
28	1	each	Individual SOC's using EPA method 504.1 Rev# 1.1	\$35.00
29	1	each	Individual SOC's using EPA method 505 Rev# 2.1	\$80.00
30	1	each	Individual SOC's using EPA method 508 Rev# 3.1	\$210.00
31	1	each	Individual SOC's using EPA method 508.1 Rev# 3.1	\$220.00
32	1	each	Individual SOC's using EPA method 525.2 Rev# 2.0	\$200.00
33	1	each	Individual SOC's using EPA method 547	\$70.00
34	1	each	Individual SOC's using EPA method 548.1 Rev# 1.0	\$70.00
35	1	each	Individual SOC's using EPA method 549.2 Rev# 1.0	\$70.00
36	1	each	Individual SOC's using EPA method 531.1 Rev# 3.1	\$60.00
37	1	each	Individual SOC's using EPA method 515.1 Rev# 4.0 515.2 Rev# 2.0, 515.3 Rev# 1.0 or 515.4 Rev# 1.0	\$60.00
38	1	each	Dioxin using EPA method 1613	\$300.00
			Disinfection Byproducts	
39	1	each	Total Haloacetic Acids Suite using EPA method 552.1 Rev# 1.0, 552.2 Rev# 1.0, 552.3 Rev# 1.0 or SM6251 B	\$110.00
40	1	each	Individual Haloacetic acids using EPA method 552.1 Rev# 1.0, 552.2 Rev# 1.0, 552.3 Rev# 1.0 or SM6251 B	\$40.00
41	1	each	Total Trihalomethanes using EPA method 524.2 Rev# 4.1, 524.3 or 551.1 Rev# 1.0	\$80.00
42	1	each	Individual Trihalomethanes using EPA method 524.2 Rev# 4.1, 524.3 or 551.1 Rev# 1.0	\$30.00
43	1	each	Chlorite using EPA method 300.0 Rev# 2.1, 300.1, or 317 Rev# 2.0	\$35.00
44	1	each	Bromate using EPA method 300.0 Rev# 2.1, 300.1, 317 Rev# 2.0 or 326.0 Rev# 1.0	\$80.00
			Per- and Polyflourinated Alkyl Substances (PFAS)	
45	1	each	Per- and Polyflourinated Alkyl Substances (PFAS) Suite using EPA method 533	\$375.00
46	1	each	Individual Per- and Polyflourinated Alkyl Substances (PFAS) using EPA method 533	\$250.00
47	1	each	Per- and Polyflourinated Alkyl Substances (PFAS) Suite using EPA method 537	\$300.00
48	1	each	Individual Per- and Polyflourinated Alkyl Substances (PFAS) using EPA method 537	\$200.00
49	1	each	Per- and Polyflourinated Alkyl Substances (PFAS) Suite using EPA method 537.1 Rev# 2.0	\$300.00
50	1	each	Individual Per- and Polyflourinated Alkyl Substances (PFAS) using EPA method 537.1 Rev# 2.0	\$200.00
			Secondaries	
51	1	each	Secondary Suite to include Aluminum, Chloride, Color, Fluoride, Foaming Agents, Iron, Manganese, Odor, pH, Silver, Sulfate, Total Dissolved Solids, and Zinc	\$180.00
52	1	each	Aluminum using EPA method 200.7 Rev# 4.4, 200.8 Rev# 5.4 or SM3113B	\$12.00
53	1	each	Chloride using EPA method 300.0 Rev# 2.1 or 300.1	\$15.00
54	1	each	Color using SM2120B	\$25.00
55	1	each	Fluoride using EPA method 300.0 Rev# 2.1, 300.1 or SM4500F- C	\$15.00
56	1	each	Foaming Agents using SM5540 C	\$55.00
57	1	each	Iron using EPA method 200.7 Rev #4.4 or SM3113B	\$12.00
58	1	each	Manganese using EPA method 200.7 Rev# 4.4, 200.8 Rev# 5.4, SM3113B	\$12.00
59	1	each	Odor using SM2150B	\$25.00

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Item	Approx. Qty	Unit	Description	Unit Price
60	1	each	pH using EPA method 150.1, 150.2 or SM4500-H+ B	\$10.00
61	1	each	Silver using EPA method 200.7 Rev# 4.4, 200.8 Rev# 5.4, SM3113B	\$12.00
62	1	each	Sulfate using EPA method 300.0 Rev# 2.1 or 300.1	\$15.00
63	1	each	Total Dissolved Solids using SM254C	\$15.00
64	1	each	Total Organic Carbon (TOC) using EPA method 415.3 Rev# 1.1, Rev# 1.2 or SM5310 B/B-00, C/C-00, D/D-00	\$30.00
65	1	each	Dissolved Organic Carbon (DOC) using EPA method 415.3 Rev# 1.1, Rev# 1.2 or SM5310 B/B-00, C/C-00, D/D-00	\$30.00
66	1	each	Zinc using EPA method 200.7 Rev# 4.4 or 200.8 Rev# 5.4	\$12.00
67	1	each	Alkalinity using method SM232B	\$15.00
			Fee Schedules	
68	1	each	Fee schedule for consultation and testimony related to a certain test \$50 per hour	\$50.00
69	1	each	Fee schedule for consultation and testimony not related to any certain test \$50 per hour	\$50.00
70	1	each	Fee schedule for expert witness \$70 per hour	\$70.00
71	1	each	Fee schedule for trial preparation \$70 per hour	\$70.00
			Items Not Otherwise Listed	
72	1	%	% discount off list price for analysis not otherwise listed	0%

*** 72 Items Total ***



State of New Mexico General Services Department

Price Agreement

Awarded Vendors:
18 Vendors

Price Agreement Number: **80-667-18-27642**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **Per Pages 6 - 9**

Ship To:
New Mexico Environment Department
Various Locations Throughout The State

Procurement Specialist: **Travis Dutton-Leyda**

Telephone No.: **505-827-0477**

Email: **travis.dutton-leyda@state.nm.us**

Invoice:
New Mexico Environment Department
Various Locations Throughout The State

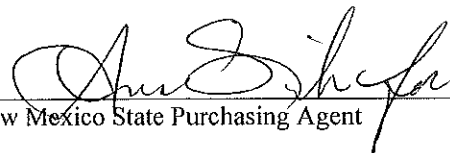
For questions regarding this contract please contact:
Jessica Chavez 505-476-3689

Title: Microbiological Water Testing

Term: March 26, 2018 thru March 25, 2019

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 3.26.18

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Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,

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fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. Nondiscrimination: Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. The Procurement Code: Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. Items: All bid items are to be NEW and of most current production, unless otherwise specified.

16. Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Submission of Bid: Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. Contractor Personnel: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. Subcontracts: The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

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New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://www.insurenwnewmexico.state.nm.us/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two (2) copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:
http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx

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Department Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

Article II –Term

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

Article III –Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

Article V - Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

Article VII – Issuance or Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

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Awarded Vendors:

(AA)

0000027851

Albuquerque Bernalillo County Water Utility Authority

4201 2nd Street SW

Albuquerque, NM 87105

shardeman@abcmwua.org

505-289-3481

Delivery: As Requested

(AB)

0000078875

Aqua Environmental Testing Lab

12 Bonito Blvd.

La Luz, NM 88337

detlab@windstream.net

575-921-8330

Delivery: 103 Via Aguila, Ruidoso, NM 88345 12695
Leasburgstapavd Road, Las Cruces

(AC)

0000054314

City of Carlsbad

45 Tell Tale Lane

Carlsbad, NM 88220

rlaguilar@cityofcarlsbadnm.com

575-628-8176

Delivery: Destination

(AD)

0000054343

City of Las Vegas

905 12th St.

Las Vegas, NM 87701

b_gold@lasvegasnm.gov

505-454-1401

Delivery: As Requested

(AE)

0000054356

City of Raton

PO Box 99 224 Savage Avenue

Raton, NM 87740

wakefield@cityofraton.com

575-445-2292

Delivery: As Requested

(AF)

0000054357

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City of Roswell
PO Box 1838
Roswell, NM 88202
l.najar@roswell-nm.gov
575-637-6281

Delivery: **Net 30**

(AG)
0000054371
City Of Tucumcari
1700 N. Rock Island
Tucumcari, NM 88401
jgarcia@cityoftucumcari.com
575-461-4372

Delivery: **Samples must be to lab within 24 hours of collection and on ice. Laboratory has up to 30 hours from time of collection to start analysis. Results will be read within 24 hours of start of analysis. Results will be mailed out within 48 hours.**

(AH)
0000052456
Dawson Ice and Water Company Inc
PO Box 2904
Milan, NM 87021
amanda@nmmicro.com
505-259-8847

Delivery: As Requested

(AI)
0000042686
Diagnostic & Technology Center, Inc.
2420-B N. White Sands Blvd.
Alamogordo, NM 88310
admin@diagtech.org
575-434-4944

Delivery: As Requested

(AJ)
0000064612
ENVIROSEARCH Corporation
101 East Marland
Hobbs, NM 88240
celey.keene@cardinallabsnm.com
575-393-2326

Delivery: **Fed Ex 2 day**

(AK)
0000048951
EPCOR Water New Mexico, Inc.
1005 N Norris St.
Clovis, NM 88101

Delivery: As Requested

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clovislab@EPCOR.com
575-763-5538 ext. 1120
575-763-5538 ext. 1120

(AL)
0000133296
ETS New Mexico, LLC
4501 Bogan Ave. NE, Suite B3
Albuquerque, NM 87109
etsnminfo@gmail.com
505-881-0243

Delivery: As Requested

(AM)
0000043106
Gallup Water Works
PO Box 2258
Gallup, NM 87305
dport60@yahoo.com; Johnnyleever@me.com
505-863-2001

Delivery: Gallup, New Mexico

(AN)
0000050567
Hall Environmental Analysis Lab
4901 Hawkins NE
Albuquerque, NM 87109
andy@hallenvironmental.com
505-345-3975

Delivery: As Requested

(AO)
0000107700
High Desert Agricultural Consulting
2614 N. Sparkman Blvd
Tucson, AZ 85716
soilscientist@juno.com
520-400-8845

Delivery: As Requested

(AP)
0000009263
Drew Corp. dba Indepth Water Testing
2019 Galisteo St.
Suite G-2
Santa Fe, NM 87505
waltermdrew@gmail.com
505-471-2023

Delivery: 24 hrs

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(AQ)

0000048180

International Lubrication and Fuel Consultants, Inc.

521 Quantum Road

Rio Rancho, NM 87124

mail@ilfcinc.com

505-892-1666

Delivery: **521 Quantum Road Rio Rancho, NM 87124**

(AR)

0000048869

New Mexico Water Testing Laboratory, Inc.

PO Box 1506

Espanola, NM 87532

nmwtli@valornet.com

505-929-4545

Delivery: **24 hours after completion of sample analysis**

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Specifications:

1. Introduction

Establish a Price Agreement for The New Mexico Environment Department ("NMED" or "Department"), through its Drinking Water Bureau ("DWB"), for the analysis of: 1) the presence or absence of Total Coliform and Escherichia (E.) coli as specified in the Ground Water Rule ("GWR") (40 CFR 141.402(c)) or the Revised Total Coliform Rule ("RTCR") (40 CFR 141.852); and 2) the enumeration of E. coli as specified in the Surface Water Treatment Rule (40 CFR 141.74(a)).

The term of the price agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-by-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing agent at the same prices, terms and conditions. This agreement shall not exceed four (4) years.

This procurement may result in a "multiple" award to vendors able to provide required service as per scope of work. Determination for award will be based on the bidder's abilities to meet the "minimum and submittal requirements" of this procurement and shall be made in the best interest of the State of New Mexico and NMED.

2. Agency contact

NMED has designated an agency contact that is responsible for any questions regarding this procurement:

Kevin Cook
NMED/DWB
PO Box 5469
Santa Fe, NM 87502-5469
(505) 476-8645

3. Definition of Terminology

This section contains definitions and abbreviations that are used throughout this procurement document.

"COC" means Chain of Custody.

"Chain of Custody" means a document utilized for the tracking of the physical custody of water samples submitted for analysis by laboratories.

"Contractor" means a successful offer or who enters into a binding contract/price agreement.

"Contract Specialist" means the New Mexico Environment Department Contract Specialist assigned to this procurement.

"Deliverable" means product outcome, services or tangible property that is a requirement of the contract, price agreement, work order, or project design pursuant to all aspects of the scope of work and specifications.

"Department" means the New Mexico Environment Department.

"Desirable" the terms "may", "can", "should", "preferably", or "prefers", identify a desirable or discretionary item or factor.

"EPA" means the US Environmental Protection Agency.

"Lab Coordinator" means the New Mexico Environment Department Drinking Water Bureau Lab Coordinator.

"Mandatory" the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the offeror's proposal.

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“Minimum” a means to identify a desirable or discretionary factor and limit of variation, function over a specific interval or criteria.

“NMED” means New Mexico Environment Department

“DWB” means the New Mexico Environment Department Drinking Water Bureau.

“MCL” means Maximum Contaminant Level.

“MDL” means Method Detection Limit as defined by EPA for each contaminant as listed in 40 CFR 141.

“PWS” means Public Water System.

“QA” means Quality Assurance.

“Quality Assurance” means Contractor’s formal review of care, problem identification, corrective actions to remedy any deficiencies and evaluation of actions taken in service within specifications.

“Quality Control” or “QC” means:

1. Improving the overall quality of the final product with due confirmation/calibration tests, site verification and technical activities that measure the attributes and quality of the process to provide a final product of high quality, thereby reducing turnaround time to the DWB.
2. Formal enhanced integrity of data review and processing by the Contractor prior to uploading of data, thereby ensuring high quality deliverables.

“SDWIS” means Safe Drinking Water Information System. This is the EPA’s primary repository for Public Water Supply information.

"State Purchasing Agent" or "SPA" means the purchasing agent for the state of New Mexico at GSD or a designated representative thereof.

“WCF” means **Water Conservation Fund**

“Water Conservation Fund Manager” means the New Mexico Environment Department Drinking Water Bureau Water Conservation Fund Manager.

4. Scope of Work

The Contractor(s) shall:

- A. Provide analysis for the following in accordance with the Safe Drinking Water Act: 1) the presence or absence of Total Coliform and Escherichia (E.) coli as specified in the GWR (40 CFR 141.402(c)) or the RTCR (40 CFR 141.852); and 2) the enumeration of E. coli as specified in the Surface Water Treatment Rule (40 CFR 141.74(a)). Specific methods are as follows per rule:

- 1) GWR: (40 CFR 141.402(6c) (footnotes can be found in the cited regulations). DWB has determined that E. coli will be the fecal indicator used for GWR compliance.

Fecal indicator ¹	Methodology	Method citation
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<i>E. coli</i>	Colilert ³	9223 B. ²
	Colisure ³	9223 B. ²
	Membrane Filter Method with MI Agar	EPA Method 1604. ⁴
	m-ColiBlue24 Test ⁵	
	E*Colite Test ⁶	
	EC-MUG ⁷	9221 F. ²
	NA-MUG ⁷	9222 G. ²

2) RTCR: (40 CFR 141.852) (footnotes can be found in the cited regulations)

(a) *Analytical methodology.*

- (1) The standard sample volume required for analysis, regardless of analytical method used, is 100 ml.
- (2) Systems need only determine the presence or absence of total coliforms and *E. coli*; a determination of density is not required.
- (3) The time from sample collection to initiation of test medium incubation may not exceed 30 hours. Systems are encouraged but not required to hold samples below 10 deg. C during transit.
- (4) If water having residual chlorine (measured as free, combined, or total chlorine) is to be analyzed, sufficient sodium thiosulfate (Na₂S₂O₃) must be added to the sample bottle before sterilization to neutralize any residual chlorine in the water sample. Dechlorination procedures are addressed in Section 9060A.2 of *Standard Methods for the Examination of Water and Wastewater* (20th and 21st editions).
- (5) Systems must conduct total coliform and *E. coli* analyses in accordance with one of the analytical methods in the following table or one of the alternative methods listed in Appendix A to subpart C of part 141.

Organism	Methodology category	Method ¹	Citation ¹
Total Coliform			
	Lactose Fermentation Method	Standard Total Coliform Fermentation Technique	Standard Methods 9221 B.1, B.2 (20th ed.; 21st ed.). ²³
			Standard Methods Online 9221 B.1, B.2-99. ²³
		Presence-Absence (P-A) Coliform Test	Standard Methods 9221 D.1, D.2 (20th ed.; 21st ed.). ²⁷
			Standard Methods Online 9221 D.1, D.2-99. ²⁷
	Membrane Filtration Method	Standard Total Coliform Membrane Filter Procedure	Standard Methods 9222 B, C (20th ed.; 21st ed.). ²⁴
			Standard Methods Online 9222 B-97 ²⁴ , 9222 C-97. ²⁴
		Membrane Filtration using MI medium	EPA Method 1604. ²

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Organism	Methodology category	Method ¹	Citation ¹
		m-ColiBlue24 [®] Test ^{2 4}	
		Chromocult ^{2 4}	
	Enzyme Substrate Method	Colilert [®]	Standard Methods 9223 B (20th ed.; 21st ed.)
			Standard Methods Online 9223 B-97. ^{2 5}
		Colisure [®]	Standard Methods 9223 B (20th ed.; 21st ed.)
			Standard Methods Online 9223 B-97. ^{2 5 6}
		E*Colite [®] Test ²	
		Readycult [®] Test ²	
		modified Colitag [®] Test ²	
<i>Escherichia coli</i>			
	<i>Escherichia coli</i> Procedure (following Lactose Fermentation Methods)	EC-MUG medium	Standard Methods 9221 F.1 (20th ed.; 21st ed.)
	<i>Escherichia coli</i> Partition Method	EC broth with MUG (EC-MUG)	Standard Methods 9222 G.1c(2) (20th ed.; 21st ed.) ^{2 8}
		NA-MUG medium	Standard Methods 9222 G.1c(1) (20th ed.; 21st ed.) ²
	Membrane Filtration Method	Membrane Filtration using MUG medium m-ColiBlue24 [®] Test ^{2 4}	EPA Method 1604 ²
		Chromocult ^{2 4}	
	Enzyme Substrate Method	Colilert [®]	Standard Methods 9223 B (20th ed.; 21st ed.)
			Standard Methods Online 9223 B-97 ^{2 5}
		Colisure [®]	Standard Methods 9223 B (20th ed.; 21st ed.)
			Standard Methods Online 9223 B-97 ^{2 5 6}
		E*Colite [®] Test ²	
		Readycult [®] Test ²	
		modified Colitag [®] Test ²	

3) SWTR: (Methods cited from (40 CFR 141.74(a)) (footnotes can be found in the cited regulations)

Organism	Methodology	Citation ¹
Total Coliform ²	Total Coliform Fermentation Technique ^{3 4 5}	9221 A, B, C
	Total Coliform Membrane Filter Technique ⁶	9222 A, B, C

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	ONPG-MUG Test ⁷	9223
Fecal Coliforms ²	Fecal Coliform Procedure ⁸	9221 E
	Fecal Coliform Filter Procedure	9222 D
Heterotrophic bacteria ²	Pour Plate Method	9215 B
	SimPlate ¹¹	

- B. Analyze all samples using methods approved by the EPA, for which certification has been granted by the Environmental Protection Agency Laboratory Certification section or DWB's Laboratory Certification Program.
- C. Accommodate DWB in emergency situations. The DWB Bureau Chief or Water Conservation Fund Manager may designate any sample as an emergency sample that will require immediate analysis and may require overtime by Contractor personnel to complete the analysis. An emergency sample will require advance approval by the appropriate Contractor manager. Emergency samples are samples that may be considered an acute violation or cause a potential threat to human health or safety as determined by DWB.
- D. Provide the public water facility or DWB personnel with the EPA approved sample bottles, sample request forms, preservatives including any required sodium thiosulfate (Na₂S₂O₃), or any other sampling equipment required for fee for service analyses, at no additional cost.
- E. Accept sample analysis requests submitted with signatures and ID#'s of NM certified samplers using a request form that meets all the reporting information requirements and is approved by or issued by DWB; which includes full chain of custody documentation or any other requirements as listed in DWB's current Laboratory Certification Program Guidance Manual.
- F. Ensure it receives all samples on an approved completed COC which has sufficient information to process the sample and upload the results into the DWB database; the Contractor must attempt to obtain complete sample information from the sample collector to process and upload the sample. If the Contractor is unable to contact the sample collector, the sample will be rejected. The submitting sample collector and DWB will be notified of the rejected sample as described in item H.
- G. Ensure Quality Control so that if the receipt of a sample does not allow the lab sufficient time to meet the required holding time, pursuant to 40 CFR 141, the Contractor shall not analyze the sample. Reasonable time shall be allowed for the collection and delivery of the sample and said time shall not be used as a reason for rejection under this item.
- H. Notify the sample collector and DWB via e-mail at: nmenv.labsamples@state.nm.us within 24 hours if any sample is rejected or cannot be analyzed for any reason.
- I. For any sample result that is too numerous to count, the Contractor must conduct additional analyses to provide a determination, or contact the submitting water system to request another sample collection.
- J. Meet all the following reporting and data deliverable requirements:
 - 1) Notwithstanding the requirements set forth in the EPA Manual for the Certification of Laboratories Analyzing Drinking Water Criteria and Procedures Quality Assurance, Section 9.2 "Notification of Positive Results", Laboratories must notify DWB and the water system of any positive total coliform, fecal coliform, or E-coli analysis result(s) as soon as possible, **but no later than 12 hours** after identifying the result. This also applies to all repeat or groundwater source samples regardless of results. Notification should be made to DWB at: nmenv.labsamples@state.nm.us and to the submitting water

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system Administrative Contact ("AC") by phone. If AC is unavailable or message cannot be left, attempt to contact the sampler listed on the COC should be made and noted.

The email **must** have the subject title of "Coliform Results" and a comment stating date and time when message was left, or to whom notification of results were given to at the water system. Additionally, the e-mail **must** include either an attachment of the chain of custody with results indicated, or a report/statement that includes: water system name and WSS ID number, date and time of sample collection, type of sample collected (routine, repeat, etc.), analysis results, chlorine residual measurement taken at the time of sample collection, sample collection point ID# and location, and sample collector's name.

- 2) Sampling results for *E. coli* analysis conducted as part of the second-round sampling pursuant to the Long Term Enhanced Surface Water Treatment Rule (40 CFR 141.706)(e)(2) must report the following data elements:
 - a) Water System Name,
 - b) PWSS ID.,
 - c) Facility ID.,
 - d) Facility Name,
 - e) Sample collection date,
 - f) Analytical method number,
 - g) Method type
 - h) Source type (flowing stream, lake reservoir, GWUDI),
 - i) *E. coli*/100mL., and
 - j) Turbidity (if requested).
- 3) Upon request, the Contractor must be able to provide a completed COC for all compliance samples analyzed by the Contractor.
- 4) The Contractor must report analysis results, both electronic upload and hard copy (paper or pdf) to DWB, along with a paper copy mailed to the submitting water system. Analysis results must be reported within ten (10) business days of completion of the analysis, **but in no case no later than the 10th of the month following the month of sample collection.** If results are not submitted to DWB by the required timeframe, contractor may receive a 25% reduced fee per late sample, if contractor is deemed at fault for the delay. **Samples submitted after the 10th will be deemed late and may create a violation for the Water System.**
- 5) The Contractor shall submit electronic compliance data on either a weekly or bi-weekly basis, in the format specified by DWB. Only compliance data should be uploaded to SDWIS. Submittals to SDWIS must include: water system name and WSS ID number, date and time of sample collection, type of sample collected (routine, repeat, etc.), analysis results, chlorine residual measurement taken at the time of sample collection (if listed), facility ID number, sample collection point ID# and location, sample collector's NM Operator/Sampler certification number as listed on the request form and name (Ex. NM##### Last Name, First Name), sample analysis date, sample analytical method used, and any analytical qualifications to the result.
- 6) The Contractor must provide electronic reports of analytical results in a format that will upload effectively into the DWB SDWIS database in accordance with the terms and conditions specified by DWB. This includes providing all data elements using formats and procedures specified in the DWB Drinking Water Laboratory Certification requirements. In the event that the DWB database is upgraded

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or changed to meet requirements set forth by DWB or EPA, the Contractor will be provided training by DWB to modify the data elements as needed to complete an updated method of data transfer into SDWIS.

- 7) The Contractor must register with EPA to obtain access to log onto and upload analysis results to the EPA Compliance Monitoring Data Portal ("CMDP"). Contractor must also maintain capabilities or credentials necessary to access CMDP or provide data uploads as required by regulatory changes.
- 8) The Contractor must submit paper copies or electronic pdf copies of the analysis results as described in Section 17 below, and one copy to the water system Administrative Contact (AC) as listed in SDWIS. Results will include at a minimum: PWS name and WSS ID number, date and time of sample collection, type of sample collected (routine, repeat, etc.), analysis results, chlorine residual measurement taken at the time of sample collection, facility ID number, sample collection point ID# and location, sample collector's name and NM Operator/Sampler certification number as listed on the request form, sample analysis date, sample analytical method used, and any analytical qualifications to the result.
- 9) The Contractor must provide results of any batch blanks or quality control samples to DWB upon request.

K. Send monthly invoices to the Contract Specialist as described in Section 16 below.

5. Price Agreement Requirements

- A. The Contractor shall not subcontract any portion of this agreement.
- B. The Contractor must be capable of providing consultations and testimony on issues relating to specific sample test(s) under this agreement at no additional charge, excluding expenses for per diem and for all reasonable associated expenses. Fee schedules should be provided by the Contractor at the time of request.
 - 1) The rates for testimony that are not directly related to a specific test will be paid to the Contractor in accordance with the fee schedule provided by the Contractor;
 - 2) The rates for testimony as an expert witness will be paid to the Contractor in accordance with the fee schedule provided by the Contractor; and
 - 3) Certain activities may be undertaken at the direction of NMED/DWB's attorneys and will be compensated in accordance with the fee schedule provided by the Contractor. Such work shall constitute trial preparation and shall not be disclosed without the prior written consent of the NMED/DWB attorneys or their approved representatives.
- C. The Contractor must provide quarterly Quality Assurance ("QA") reports to the Lab Coordinator within 30 days after the end of the quarter. Reports must be made electronically on a format provided by the DWB. These QA reports will include figures for samples collected during the quarter the following data: total number of sample results reported, total number of samples rejected (due to sample collection, inadequate COC, preservation error, etc.), total number of lab errors (sample analyzed but results could not be reported, equipment failure, etc.), total number of total coliform and e-coli positives reported. QA reports will also be required if there are major revisions in the laboratory's standard operating procedures, non-established instrumentation operations, system audit failures, inability to pass performance evaluation check samples, or at DWB's request. This report must be submitted to DWB within thirty (30) days after request of report.
- D. The Price Agreement shall not be amended unless all parties agree in writing to the amendment; notwithstanding changes as required by Federal and or State regulatory or database reporting requirements, with prior notification.
- E. The Contractor shall not collect any additional fee from facilities for services provided under this agreement.

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- F. The Price Agreement may be terminated by either party upon written notice delivered to the other party at least thirty (30) days before the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform the data of termination. The provision is not exclusive and does not waive other legal rights and reminds afforded the state in such circumstances as default/breach of contract.

6. Contractor Further Agrees to:

- A. Comply with state laws and rules pertaining to workers' compensation insurance coverage for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the price agreement may be cancelled effective immediately.
- B. The prices quoted herein represent the total compensation to be paid by the state for goods and/or services provided. It is understood that the party providing said goods and/or services to the state is responsible for payment of all costs of labor, equipment, tools, materials, federal tax, permits, licenses, fees and any other items necessary to complete the work provided.
- C. The prices quoted in this price agreement include an amount sufficient to cover such costs.
- D. The conditions and specifications sent out in the invitation to bid are inseparable and indivisible. Any vendor, by submitting a bid, agrees to be bound by all such conditions or specifications sent out in this invitation to bid, and all other documents required to be submitted, shall be returned by the vendor in his bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the bid shall, at the discretion of the state constitute grounds for rejection of the entire bid.

7. Default

The Contractor is in apparent default of the contract, if the Contractor:

- A. Fails to begin the work under the price agreement within the time specified, or;
- B. Fails to perform the work with sufficient supervision, workmen, equipment or materials to assure the prompt completion of said work, or;
- C. Performs the work unsuitably or neglects or refuses testing materials or to perform new such work as may be rejected as unacceptable and unsuitable, or;
- D. Discontinues the prosecution of the work without due diligence, or;
- E. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or;
- F. Becomes insolvent or is declared bankrupt or commits any acts of bankruptcy or insolvency, or;
- G. Upon the default of the Contractor, the department may undertake to complete the work with its own forces, or may procure a completing Contractor to finish the work. All costs and charges thereby incurred by the department, together with the cost of completing the work under contract, will be deducted from funds which are due or may become due the defaulting Contractor.

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8. Submission

Upon completion of agreed-upon deliverables as set forth in the scope of work, the Contractor must submit electronically, a detailed statement accounting for all services performed. Statements should be generated only once per month based upon the month the sample(s) were collected and must list off water systems alphabetically according to their name and WSS# as listed within SDWIS. Statements should be submitted to the LIC only after the 12th of the month following the month for which samples were collected and should contain the number of samples received and analyzed.

Upon receipt of Statements, the LIC will review for accuracy against results loaded into SDWIS. If incorrect, the LIC will return to Contractor for corrections. If approved, the LIC will email approval notice to Contractor. After receipt of approval, the Contractor may submit Invoice electronically to Contract Specialist. Invoice date cannot be before Statement approval date by LIC, or the invoice will be rejected.

Statements submitted before the 12th of each month will be not be logged in for processing until the next business day after the 12th. This is to allow for data uploads and review by DWB. Please see attachment A for sample of Invoice page required.

9. Acceptance

In accordance with section NMSA 1978, Section 13-1-158, the Lab Invoice Coordinator shall determine if the deliverable provided meets specifications. No payment shall be made for any deliverable until the individual deliverable that is the subject of the payment invoice has been accepted in writing by the Lab Invoice Coordinator. To accept the deliverable, the Lab Invoice Coordinator, in conjunction with any DWB designee(s), will assess the quality assurance level of the deliverable and determine, at a minimum, that the deliverable:

- 1) Complies with the deliverable requirements as defined in the scope of work;
- 2) Complies with the terms and conditions of the price agreement;
- 3) Meets the performance measures for the deliverable and this agreement; and
- 4) Meets or exceeds the generally accepted industry standards and procedures for the deliverables.

If the deliverable is deemed acceptable by the Lab Invoice Coordinator, upon certification by DWB that the services have been received and accepted, payment shall be made. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, DWB shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein within thirty (30) business days from the date the Lab Coordinator receives the deliverable and accompanying payment invoice. **All invoices must be received by DWB no later than fifteen (15) days after the termination of the fiscal year in which the services were delivered. Invoices received after such date will not be paid.**

10. Rejection

Invoices that are inaccurate/incomplete, or contain analyses that have not been uploaded into SDWIS, will not be processed and will be returned for corrections/re-submission. Unless the Lab Invoice Coordinator gives notice of rejection within the thirty (30) business day period, the deliverable will be deemed to have been accepted. If the deliverable is deemed unacceptable under quality assurance, the Lab Invoice Coordinator will supply a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection in via e-mail within thirty (30) business days from the date the Lab Invoice Coordinator receives the deliverable and accompanying payment invoice.

Upon rejection and receipt of comments, the Contractor will have ten (10) business days to resubmit the deliverable to the Lab Invoice Coordinator with all appropriate corrections or modifications made. The Lab Invoice Coordinator will again determine whether the deliverable is acceptable under quality assurance, and provide a written determination within thirty (30) business days of receipt of the deliverable. If the deliverable is once again deemed unacceptable under quality

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assurance and thus rejected, the Contractor will be required to provide a remediation plan that must include a timeline for corrective action that is acceptable to the Water Conservation Fund Manager.

The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the deliverable under the terms of this agreement and available at law or equity. In the event that a deliverable must be resubmitted more than twice for acceptance, the Contractor shall be deemed as in breach of this agreement. DWB may seek any and all damages and remedies under the terms of this agreement and available at law or equity. Additionally, DWB may terminate this agreement.

The DWB shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

11. Tax Note

Price shall not include state gross receipts tax or local option tax(es). Such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid by user.

12. Escalation Clause

In the event of a product cost increase, an escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor. Ordering agencies may request a sample of "private label" merchandise prior to placing order.

13. Method of Award

Multiple awards may be issued in each group and discount category in order to provide DWB with the widest possible variety of goods. Award shall be made in the best interest of the State of New Mexico.

14. Cost Proposal

Interested bidders must submit fixed cost rates for each of the following items. These items are to be purchased at an indefinite quantity at the discretion of New Mexico Environment Department.

15. Submittal Requirements

Interested bidders may list *no bid* for any service listed that they cannot provide under the terms of this agreement.

All interested bidders, at a minimum, must be able to provide the products and/or services identified within the scope of work of this invitation to bid. Any other associated costs must be identified by the bidders and will be taken into consideration upon evaluation of the bids received.

Bidder shall promptly notify the DWB of any ambiguity, inconsistency or error which they may discover upon the examination of the bidding documents, or of site and local conditions.

The Department shall have the right to reject any or all bids, and in particular, to reject a bid not accompanied by data, literature or samples required by the bidding documents, or a bid in any way incomplete or irregular.

The Contractor shall be considered an independent contractor and not an employee of the State of New Mexico. However, directions as to time and place of performance and compliance with rules and regulations may be required by the Department.

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16. Invoicing documents and information shall be sent electronically or by mail to either:

Maria Prentice- Lab Invoice Coordinator
Drinking Water Bureau
New Mexico Environment Department
P.O. Box 5469
Santa Fe, NM 87502-5469
(505) 476-8646
maria.prentice@state.nm.us

OR

Trina Page -Contract Specialist
Drinking Water Bureau
New Mexico Environment Department
P.O. Box 5469
Santa Fe, NM 87502-5469
(505) 476-8622
trina.page@state.nm.us

17.

<u>Paper Data Results should be sent to:</u> Karen Beezhold Drinking Water Bureau New Mexico Environment Department 121 Tijeras NE, Suite 1000 Albuquerque, NM 87102 (505) 222-9544	<u>Electronic PDF Copies should be sent to:</u> E-mail address: lab.samples@state.nm.us
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Item	Approx. Qty.	Unit	Article and Description
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001 1 Ea. Analysis for the presence/absence of Total Coliform and E. coli using methods described in the scope of work

(AA)	(AB)	(AC)	(AD)	(AE)	(AF)	(AG)	(AH)	(AI)
\$37.00	\$44.00	\$40.00	\$40.00	\$45.00	\$45.00	\$40.00	\$40.00	\$49.00

(AJ)	(AK)	(AL)	(AM)	(AN)	(AO)	(AP)	(AQ)	(AR)
\$50.00	\$48.00	\$44.00	\$37.50	\$39.00	\$25.00	\$50.00	\$42.50	\$45.00

002 1 Ea. Enumeration of E. coli as described in the scope of work

(AB)	(AG)	(AI)	(AN)	(AR)
\$48.00	\$50.00	\$55.00	\$45.00	\$51.00

003 1 Ea. Additional fee for emergency sample analysis outside of the lab's normal business hours
(Also list what are normal business hours)

(AB)	(AC)	(AD)	(AE)	(AF)	(AG)	(AH)	(AI)
\$50.00	\$160.00	Included	\$25.00	\$150.00	\$45.00	\$0.00	\$35.00

(AJ)	(AK)	(AL)	(AM)	(AN)	(AO)	(AP)	(AR)
\$50.00	\$48.00	\$40.00	\$0.00	\$39.00	\$40.00	\$50.00	\$25.00

(AB) Normal Business Hours: Mon-Thur 8:00am-5:00pm

(AC) m-f 6:00am - 2:30pm

(AE) 7:30am to 3:00pm Monday thru Friday except holidays

(AG) Sample Receiving Hours: Mon-Wed 7:00am-5:00pm.

(AH) No additional fee for analysis done using EPA approved SM9223B (colilert) method.

Normal business hours 9:00-12:00 and 1:00-4:30 Monday thru Thursday

Emergency hours as needed outside normal business hours

(AJ) Normal Business Hours are Monday through Friday 8am - 5pm

(AK) Normal Business Hours are Monday through Thursday 8:30am - 4:00pm

(AL) Monday - Thursday 8am-5pm, Friday 8am-12pm

(AN) Emergency analysis outside normal lab hours are billed at a x2 multiplier. Lab Hours M-F 8am - 5pm

(AP) Monday-Friday 9:00am-1:00pm

(AR) Business Hours: Monday through Friday 8:00am - 5:30pm. Closed on Holidays. Give 24 hour notice for weekends if analysis are required.

*** 3 Items Total ***



**State of New Mexico
General Services Department**

Price Agreement

Awarded Vendor

2 Vendors

Telephone No. ()

Price Agreement Number: 80-667-18-27646

Payment Terms: Net 30

F.O.B.: Destination

Delivery: See page 6

Ship To:

New Mexico Environment Department
1190 St. Francis Drive S2120
Santa Fe, NM 87507

Procurement Specialist: Raelynn Lujan *RL*

Telephone No.: (505) 827-0484

Invoice:

New Mexico Environment Department
1190 St. Francis Drive S2120
Santa Fe, NM 87507

For questions regarding this contract please contact:
Joseph Lovato (505) 476-3718

Title: Microscopic Particulate Analysis for Drinking Water

Term: July 30, 2018 thru July 29, 2019

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 7/31/18

nm
7/31/18

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Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,

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fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. Nondiscrimination: Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. The Procurement Code: Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. Items: All bid items are to be NEW and of most current production, unless otherwise specified.

16. Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Submission of Bid: Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. Contractor Personnel: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. Subcontracts: The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://www.insurenemexico.state.nm.us/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two (2) copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:
http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx

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Department Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

Article II –Term

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

Article III –Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

Article V - Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

Article VII – Issuance or Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

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Awarded Vendors:

(AA) 0000077428
EMSL Analytical Inc.
200 Route 130
Cinnaminson, NJ 08077
(856) 858-4800
contracts@emsl.com

Delivery: Destination

(AB) 0000108419
Scientific Methods
12441 Beckley St
Granger, IN 46530
(574)277-4078
fuchih@scientificmethods.com

Delivery: FOB is the destination and courier is UPS (preferred) or FedEx

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Specifications:

1. Introduction:

The New Mexico Environment Department ("NMED" or "Department"), through its Drinking Water Bureau ("DWB"), is requesting bids for provision of establishing a price agreement for the analysis of: 1) Cryptosporidium as specified in the Source Water Monitoring Requirements (40 CFR 141.704(a)); and 2) a Microscopic Particulate Analysis to determine Groundwater Under Direct Influence ("GWUDI") as defined under 40 CFR 141.2. These analyses are for drinking water samples collected from Public Water Systems ("PWS") as per the scope of work below.

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

This procurement may result in a "multiple" awarded contracts to vendors able to provide required service as per scope of work. Determination for award will be based on the bidders' abilities to meet the "minimum and submittal requirements" of this procurement and shall be made in the best interest of the New Mexico Environment Department, as follows:

2. Definition of Terminology:

This section contains definitions and abbreviations that are used throughout this procurement document.

"Chain of Custody (COC)" means a document utilized for the tracking of the physical custody of water samples submitted for analysis by laboratories.

"Price Agreement" means a written agreement for the procurement of items of tangible personal property and services.

"Contractor" means a successful bidder who enters into a binding contract.

"Contract Specialist" means the New Mexico Environment Department Contract Specialist assigned to this procurement.

"Deliverable" means product outcome, services or tangible property that is a requirement of the contract, price agreement, work order, or project design pursuant to all aspects of the scope of work and specifications.

"Department" means the New Mexico Environment Department.

"Desirable" the terms "may", "can", "should", "preferably", or "prefers", identify a desirable or discretionary item or factor.

"EPA" means the US Environmental Protection Agency.

"GWUDI" means Ground Water Under the Direct Influence of surface water as defined in 40 CFR §141.2.

"Invoice Coordinator (IC)" means the New Mexico Environment Department Drinking Water Bureau Invoice Coordinator.

"Mandatory" the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the offeror's proposal.

"Minimum" a means to identify a desirable or discretionary factor and limit of variation, function over a specific interval or criteria.

"NMED" means New Mexico Environment Department

"DWB" means the NMED, Drinking Water Bureau.

"DWLCP" means the DWB, Drinking Water Laboratory Certification Program.

"MCL" means Maximum Contaminant Level.

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“**MDL**” means Method Detection Limit as defined by EPA for each contaminant as listed in 40 CFR 141.

“**PWS**” means Public Water System.

“**Quality Assurance (QA)**” means Contractor’s formal review of care, problem identification, corrective actions to remedy any deficiencies and evaluation of actions taken in service within specifications.

“**Quality Control (QC)**” means:

1. Improving the overall quality of the final product with due confirmation/calibration tests, site verification and technical activities that measure the attributes and quality of the process to provide a final product of high quality, thereby reducing turnaround time to the DWB.
2. Formal enhanced integrity of data review and processing by the Contractor prior to uploading of data, thereby ensuring high quality deliverables.

“**SDWIS**” means Safe Drinking Water Information System. This is the EPA’s primary repository for Public Water Supply information.

“**State Purchasing Agent**” or “**SPA**” means the purchasing agent for the state of New Mexico at GSD or a designated representative thereof.

“**SPD**” means State Purchasing Division.

“**WCF**” means Water Conservation Fund.

“**Water Conservation Fund Manager**” means the New Mexico Environment Department Drinking Water Bureau Water Conservation Fund manager.

3. Scope of Work:

The Contractor(s) shall:

- A. Analyze all samples using methods approved by the EPA (see section 15 and 18), for which certification has been granted by the DWB’s DWLCP or EPA.
- B. Provide analyses in an indefinite quantity for the following types of samples:
 - 1) Drinking water sample analyzed by the non-EPA certified method: *Consensus Method for Determining Groundwaters Under the Direct Influence of Surface Water (GWUDI) Using Microscopic Particulate Analysis (MPA)* (EPA 9-10/9-92-029);
 - 2) Drinking water sample analyzed by the *certified method 1623: Cryptosporidium and Giardia in Water by Filtration/IMS/FA* (EPA 815-R-05-002);
 - 3) Drinking water sample analyzed by the *certified method 1622: Cryptosporidium in Water by Filtration/IMS/FA*, 2005, United States Environmental Protection Agency, (EPA-815-R-05-001);
 - 4) Drinking water sample analyzed by the *certified method 1623.1: Cryptosporidium and Giardia in Water by Filtration/IMS/FA*, (EPA-816-R-12-001) as listed under alternative methods listed in Section 4. B. of this part (CFR 141. Subpart C Appendix A); and

These are the analytical methods allowed for analysis of *Cryptosporidium* in source water samples collected in compliance with the LT2 rule (40 CFR § 141.704).

- C. Accommodate DWB in emergency situations. Emergency and priority samples are samples that may be considered an acute violation or cause a potential threat to human health or safety as determined by DWB. The DWB Bureau Chief or WCF

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manager may designate any sample as an emergency sample that will require immediate analysis and may require overtime by Contractor personnel to complete the analysis; or a priority sample that shall be analyzed as soon as practicable, but will not require overtime by the Contractor. An emergency or priority sample will require advance approval by the appropriate Contractor manager.

- D. Provide the public water system or DWB personnel with the EPA approved sample bottles or filters, sample request forms, and preservatives at no additional cost.
- E. Accept sample analysis requests submitted with signatures and ID#'s of NM certified samplers using a request form that meets all of DWB's reporting information requirements and is approved by, or issued by DWB; which includes full chain of custody documentation or any other requirements as listed in DWB's current DWLCP Guidance Manual.
- F. Provide the sample filter and instrumentation (if requested, for rent or purchase as needed by DWB) that is required to collect the MPA sample according to the EPA method. The MPA sampling apparatus must contain the following specifications as listed in the current MPA method (EPA 9-10/9-92-029):
 - 1) Inlet hose with a minimum of six (6) feet, not to exceed ten (10) feet in length;
 - 2) A 10-inch filter housing;
 - 3) A 10-inch, 1um polypropylene yarn wound, nominal porosity cartridge filter, preferably honeycomb Filter tubes;
 - 4) A water meter which reads in gallons (5/8 x 3/4);
 - 5) A limiting flow orifice (flow control valve) rated 1 gallon per minute (3.8L/min);
 - 6) A discharge hose with a minimum length of six feet not to exceed ten feet in length;
 - 7) Sampling apparatus must contain the capability to adjust and monitor pressure with a pressure regulator (Watts IR56 or equivalent) and a pressure gauge with a range of 0-100 psi; and
 - 8) A minimum of two year, or better, warranty to include entire replacement of apparatus, and parts if faulty or mal-functional.
- G. Pay the cost of shipping to return coolers to the appropriate DWB field office or public water facility.
- H. Ensure QC, so that if the receipt of a sample does not allow the lab sufficient time to meet the required holding time pursuant to method requirements for that analysis, the Contractor shall not analyze the sample. Reasonable time shall be allowed for the collection and delivery of the sample and said time shall not be used as a reason for rejection under this item.
- I. Notify the sampler and the DWB WCF manager by a telephone call and email at: nmenv.labsamples@state.nm.us within 24 hours if any sample is rejected or cannot be analyzed for any reason, or when any other QC measurements or method detection limits are not within the expected acceptance range, or are considered to be out of compliance.
- J. Ensure it receives a sample with sufficient information to process the sample; the Contractor must attempt to obtain complete sample information from the public water facility or DWB personnel. If the Contractor is unable to contact the public water facility then the Contractor shall do the following:
 - 1) Contact the DWB WCF manager to determine missing information; or
 - 2) If missing information is not available, reject the sample.
 - 3) If the sample is not analyzed, the Contractor must contact the collector of the sample and the WCF manager by phone and email within one business day of making the determination.
- K. Retain samples for thirty days after results are reported to DWB.
- L. Repeat the analysis of retained samples at the request of DWB within thirty days after results are provided by the Contractor as allowed by required holding times. The cost for the repeat analysis shall be assumed by the Contractor, if the results indicate to DWB a substantive error by the Contractor. Costs for the repeat analysis shall be assumed by DWB if the results confirm the result initially provided by the Contractor.
- M. Qualify any sample that must be recollected due to Contractor error on the original sample (e.g., holding time exceeded at the lab, not meeting the minimum required detection limits, quality control or quality assurance failures, or erroneous results as defined by DWB) the Contractor will be required to reimburse DWB for the recollection of the sample. The following criteria will be used to calculate the total cost for recollection:

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- 1) Cost for the single day rental of a vehicle;
- 2) DWB shall be reimbursed reasonable travel expenses. Authorized travel shall be reimbursed at the rate approved by NMED. DWB shall submit a Roundtrip Mileage Re-imbursement schedule from the location of the DWB sample collector to the public water system. New Mexico State current mileage rates will apply to determine this cost;
- 3) Salary of the DWB sample collector that is collecting the sample for the time used to recollect the sample; and
- 4) Shipping of sample to the Contractor.

N. Meet all the following reporting and deliverable requirements:

- 1) Report analysis results and copy of COC to DWB within ten business days of completion of the analysis via email.
- 2) For MPA analysis, submit an electronic copy of the analysis report and COC submitted, to both the LIC listed in section 16 and the WCF Manager listed in section 17. Results will include, at a minimum: PWS name and WSS number, facility name (sample collection location) and ID number, sample collection date and time (or start/finish times), analytical results, sample collector's name as listed on the submittal form, sample analysis date, analytical method used, any field notes or comments, and any qualifications to the result.
- 3) Sampling results and a copy of the COC submitted for *Cryptosporidium* analysis conducted as part of the second round of sampling pursuant to the Long Term Enhanced Surface Water Treatment Rule (40 CFR §141.706), shall be submitted as an electronic copy to the Surface Water Rule Administrator listed in Section 18, and a paper copy to the public water system listed on the COC. Results will include: PWS ID number, Facility ID number, Sample collection date, sample collector's name as listed on the submittal form, sample analysis date, analytical method used, any field notes or comments and any qualifications to the result, sample type (field or matrix spike), Sample volume filtered (L), to nearest ¼ L., Percentage of filtered volume examined, Number of oocysts counted, Percentage of filtered samples examined, and the number of oocysts counted based on the following criteria:

(a) for matrix spike samples, reports must include the sample volume spiked and estimated number of oocysts spiked (these data are not required for field samples);

(b) for samples in which less than 10 L is filtered or less than 100% of the sample volume is examined, the reports must also include the number of filters used and the packed pellet volume;

(c) for samples in which less than 100% of the sample volume is examined, the reports must also include the volume of resuspended concentrate and volume of the resuspension processed through immunomagnetic separation.

- 4) At the request of DWB, electronically provide copies of analysis reports in accordance with the terms and conditions specified by DWB in **Section 7: Submissions**.

- 5) The Contractor must provide a quarterly sample workload report to the WCF manager within fifteen days after the quarter ends. This report will consist of samples received, samples processed, samples rejected, costs for each analysis, and any QA/QC reports that coincide with the analyses completed.

O. Send monthly invoices to DWB as described in **Section 8: Acceptance of Deliverables and Invoices** below.

4. Price Agreement Requirements:

- A. The Contractor shall not subcontract any portion of this agreement without the prior written approval of the DWB. For approval, the Contractor must provide a current list of subcontractors and the analyses they are providing to the Contractor when any changes are made. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this agreement, nor shall any subcontracting obligate payment from NMED.
- B. The Contractor(s) must be able to receive and process compliance samples during normal working hours - Monday through Friday and be able to comply with any outside of normal working hours (i.e., Saturday and Sunday) with priority and emergency analyses requests. Normal working hours means a reasonable time limit that allows the Contractor(s) to process contractual obligations on the day of receipt without cause or incurrence of overtime expenses.
- C. The Contractor must provide semi-annual Quality Assurance (QA) and lab performance reports to the DWB LIC. The QA report should include at a minimum: total number of results reported, total number of samples submitted, number of samples rejected and not analyzed because of errors in preservation or collection, number of lab errors (i.e. samples analyzed, but

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valid results not reported), percent of results reported within ten days of analyses, and percent of results reported within thirty days. Other QA reports will be required if there are major revisions in the laboratories standard operating procedures, non-established instrumentation operations, system audit failures, inability to pass performance evaluation check samples, or at DWB's request. This report must be submitted to DWB within thirty days after request of report.

- D. The Contractor shall be capable of providing consultations and testimony on issues relating to specific sample test(s) under this agreement.
- 1) The rates for testimony that are not directly related to a specific test will be paid to the Contractor in accordance with the fee schedule provided to the Contractor within this ITB;
 - 2) The rates for testimony as an expert witness will be paid to the Contractor in accordance with the fee schedule provided by the Contractor; and
 - 3) Certain activities may be undertaken at the direction of NMED/DWB attorneys and will be compensated in accordance with the fee schedule provided by the Contractor. Such work shall constitute trial preparation and shall not be disclosed without the prior written consent of the NMED/DWB attorneys or their approved representatives.
- E. This Price Agreement shall not be amended unless all parties agree in writing to the amendment; notwithstanding changes as required by Federal and or State regulatory or database reporting requirements, with prior notification.
- F. The Contractor shall not collect any additional fees from facilities for services provided under this agreement.
- G. The awarded Contractor(s) will be required to follow the EPA primacy conditions (40 CFR 142), the EPA Manual for the Certification of Laboratories Analyzing Drinking Water: Criteria and Procedures Quality Assurance, 5th Ed. (815-R-05 -004, January 2005) and all subsequent supplements; including Supplement 1 (EPA 815-F-08-006, June 2008) and Supplement 2 (EPA 815-F-12-006, November 2012) (<https://www.epa.gov/dwlabcert/laboratory-certification-manual-drinking-water>), and the National Environmental Laboratory Accreditation Program (NELAP) requirements as described in the TNI (The NELAC Institute) Standard (<http://www.nelac-institute.org/content/CSDP/standards.php>).

5. Contractor Further Agrees to:

- A. The prices herein represent the total compensation to be paid by the state for goods and/or services provided. It is understood that the party providing said goods and/or services to the state is responsible for payment of all costs of labor, equipment, tools, materials, federal tax, permits, licenses, fees and any other items necessary to complete the work provided.
- B. The prices in this Price Agreement include an amount sufficient to cover such costs.
- C. The conditions and specifications sent out in the invitation to bid are inseparable and indivisible. Any vendor, by submitting a bid, agrees to be bound by all such conditions or specifications sent out in this invitation to bid. Failure to do so or any attempt to vary or change the conditions or specifications of the bid shall, at the discretion of the state constitute grounds for rejection of the entire bid.

6. Default:

The Contractor is in apparent default of the Price Agreement, if the Contractor:

- a. Fails to begin the work under the Price Agreement within the time specified, or;
- b. Fails to perform the work with sufficient supervision, workmen, equipment or materials to assure the prompt completion of said work, or;
- c. Performs the work unsuitably or neglects or refuses testing materials or to perform new such work as may be rejected as unacceptable and unsuitable, or;
- d. Discontinues the prosecution of the work without due diligence, or;

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- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or;
- f. Becomes insolvent or is declared bankrupt or commits any acts of bankruptcy or insolvency, or;
- g. Upon the default of the Contractor, the department may undertake to complete the work with its own forces, or may procure a completing Contractor to finish the work. All costs and charges thereby incurred by the department, together with the cost of completing the work under Price Agreement, will be deducted from funds which are due or may become due the defaulting Contractor.

7. Submission:

Upon completion of agreed upon deliverables as set forth in the scope of work, the Contractor must submit electronically, a detailed statement accounting for all services performed. Statements should be generated only once per month based upon the month the analysis(s) were completed and signed by lab. These detailed statements for payment should include the following information for each sample: The laboratory sample identification number, the Public Water System name and WSS number, the sample location, the sample analysis requested, the date collected, the date received, the cost per analysis, the collector name as provided on the submission form, and any priority or emergency analysis.

Upon receipt of Statements, the IC will review for accuracy against results received by DWB. If incorrect, the IC will return to Contractor for corrections; if approved the IC will email approval notice to Contractor. After receipt of approval, the Contractor may then submit an Invoice electronically to the Contract Specialist. Invoice date cannot be before Statement approval date by IC, or the invoice will be rejected. A copy of the Invoice format will be provided.

Invoices should be submitted electronically to the Contract Specialist monthly and should contain the number of samples received and analyzed, or rejected. Invoices containing any analysis for which results have not been submitted will have the entire invoice rejected. Each invoice shall be individually identified with a unique invoice number. The DWB will not be responsible for payment of a failed test if the failure is a result of any laboratory error including, but not limited to, not analyzing a sample within the required holding time-period for a particular contaminant, not meeting minimum detection limits, or not meeting all quality assurance and quality control requirements.

8. Acceptance of Deliverables and Invoices:

In accordance with section NMSA 1978, Section 13-1-158, the LIC shall determine if the deliverable provided meets specifications. No payment shall be made for any deliverable until the individual deliverable that is the subject of the payment invoice has been accepted by the LIC. In order to accept the deliverable, the LIC in conjunction with any DWB designee(s), will assess the quality assurance level of the deliverable and determine, at a minimum, that the deliverable:

- 1) Complies with the deliverable requirements as defined in the scope of work;
- 2) Complies with the terms and conditions of the price agreement;
- 3) Meets the performance measures for the deliverable and this agreement; and
- 4) Meets or exceeds the generally accepted industry standards and procedures for the deliverables.

If the deliverable is deemed acceptable by the LIC, upon certification by DWB that the services have been received and accepted, payment shall be made. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the NMED shall not incur late charges, interest, or penalties for failure to make payment within thirty (30) business days from the date the Contract Specialist receives the payment invoice. **All invoices must be received by DWB no later than fifteen (15) days after the termination of the fiscal year in which the services were delivered. Invoices received after such date will not be paid.**

Results of analyses must be reported in a timely manner to ensure the ability of DWB to protect public health. Results should be submitted no later than 30 days after completion and signature of the analysis. Failure to meet this requirement can result in reductions in the payment per analysis remitted to the Contractor. The following schedule of payment reductions may be assessed for each sample analysis result that fails to meet these reporting requirements.

- 1) Payment for a sample analysis will be reduced to 80% of the Price Agreement amount when that sample result is reported 31 through the 60 calendar days after completion of analysis.

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- 2) Payment for a sample analysis will be reduced to 60% of the Price Agreement amount when that sample result is reported 61 through the 90 calendar days after completion of analysis; and
- 3) Payment for a sample analysis will be reduced to 40% of the Price Agreement amount when that sample analysis result is reported greater than 90 calendar days after completion of the analysis.

9. Rejection of Deliverables and Invoices:

Invoices that are inaccurate/incomplete, or DWB has not received the analysis results as described in the Scope of Work for any samples listed in the invoice, the invoice will be rejected and returned for corrections/re-submission. Unless the LIC gives notice of rejection within the thirty (30) business day period, the deliverable will be deemed to have been accepted. If the deliverable is deemed unacceptable under quality assurance, the LIC will supply a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection in writing within thirty (30) business days from the date the Contract Specialist receives the payment invoice.

Upon rejection and receipt of comments, the Contractor will have ten (10) business days to resubmit the deliverable to the LIC with all appropriate corrections or modifications made. The LIC will again determine whether the deliverable is acceptable under quality assurance, and provide a written determination within thirty (30) business days of receipt of the deliverable. If the deliverable is once again deemed unacceptable under quality assurance and thus rejected, the Contractor will be required to provide a remediation plan that must include a timeline for corrective action that is acceptable to the WCF Manager.

The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the deliverable under the terms of this agreement and available at law or equity. In the event that a deliverable must be resubmitted more than twice for acceptance, the Contractor shall be deemed as in breach of this agreement. The DWB may seek any and all damages and remedies under the terms of this agreement and available at law or equity. Additionally, DWB may terminate this agreement.

The DWB shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

10. Tax Note:

Price shall not include state gross receipts tax or local option tax(es). Such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid by user.

11. Escalation Clause:

Escalation / Reduction Clause:

Contractor shall keep pricing fixed for at least the first 12 full months of this Agreement. Thereafter, SPD and the Contractor may adjust pricing no more than once annually by Agreement amendment. Contractor shall submit all pricing increase requests to SPD in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of Services. The request must show all proposed increases by line item and include supporting documentation acceptable to SPD. SPD may require Contractor to provide U.S. Bureau of Labor Statistics Producer Price Index or Consumer Price Index data or any other relevant manufacturer or industry data substantiating the increase. However, a price increase may not produce a higher profit margin for Contractor than at the beginning of the initial term of this Agreement. The increase may not exceed 2% of the price immediately before the increase. Pricing changes will apply to Contracts and amendments to Contracts entered on and after the effective date of the price change. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor. Ordering agencies may request a sample of "private label" merchandise prior to placing order. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Price Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including reason for increase.

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12. Shipping Charges:

All necessary equipment, sample bottles, and preservatives sent to sample collectors by the contractor will be shipped at the cost of the Contractor.

13. Method of Award:

Multiple awards may be issued in each group and discount category in order to provide DWB with the widest possible variety of goods. Award shall be made in the best interest of the State of New Mexico.

14. Cost:

Interested bidders must submit fixed cost rates for each of the following items. These items are to be purchased at an indefinite quantity at the discretion of New Mexico Environment Department.

15. Submittal Requirements:

All interested bidders, at a minimum, must be able to provide the products and/or services identified within the scope of work of this invitation to bid.

Bids will be accepted for any analysis methods listed in the scope of work. Bidder should list "No bid" when only bidding on one of the two methods.

All interested bidders must provide documentation in their bid confirming that all their laboratory analysts performing the MPA have similar experience as described in section 11.0 *Qualification of Analyst*, of the MPA method (EPA 9-10/9-92-029).

All interested bidders bidding on methods 1623 or 1623.1 or 1622 in line items 006 – 008, must be certified by the EPA or the DWLCP to perform this analysis under the Safe Drinking Water Act. If the interested bidder is not certified to perform Cryptosporidium analysis under methods 1623, 1622, or 1623.1, the bidder should list "No Bid" for any line items including these methods. Certification by the EPA or the DWLCP must be submitted with the bid. If bidder fails to provide a copy of certification with the bid, the vendor will be deemed non-responsive or non-responsible.

Bidder shall promptly notify the NMED of any ambiguity, inconsistency or error which they may discover upon the examination of the bidding documents, or of site and local conditions.

SPD shall have the right to reject any or all bids, including any bid not accompanied by data, literature or samples required by the bidding documents, or a bid in any way incomplete or irregular.

The Contractor shall be considered an independent Contractor and not an employee of the State of New Mexico. However, directions as to time and place of performance and compliance with rules and regulations may be required by the Department.

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16. Invoicing documents and information shall be sent electronically or by mail to either:

Maria Prentice –Invoice Coordinator

NMED/DWB

New Mexico Environment Department

P.O. Box 5469

Santa Fe, NM 87502-5469

(505) 476-8646

maria.prentice@state.nm.us

OR

Trina Page - Contract Specialist

NMED/DWB

P.O. Box 5469

Santa Fe, NM 87502-5469

(505) 476-8622

trina.page@state.nm.us

17. Other relevant contacts for reporting and deliverable acceptance:

MPA Analysis Results to:

Kevin Cook - WCF Manager

NMED/DWB

PO Box 5469

Santa Fe, NM 87502-5469

(505) 476-8645

kevin.cook@state.nm.us

Cryptosporidium or Giardia Results to:

Joe Savage - Surface Water Rule Administrator

NMED/DWB

811 E. First St., Suite D

Alamogordo, NM 88310

(575) 437-7115

joe.savage@state.nm.us

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18. Bid Items:

Item	Approx. Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)
001	Each	1	Monthly rental of MPA sampling apparatus (includes shipping).	\$125.00	\$0.00
002	Each	1	Purchase of MPA sampling apparatus (includes shipping).	\$950.00	\$185.00
003	Each	1	Filters for MPA analysis (if not part of method cost, to include Shipping).	\$20.00	\$0.00
004	Each	1	Drinking water sample analyzed by the non-EPA certified method: <i>Consensus Method for Determining Groundwaters Under the Direct influence of Surface Water (GWUDI) Using Microscopic Particulate Analysis (MPA)</i> (EPA 9-10/9-92-029).	\$355.00	\$230.00
005	Each	1	Drinking water sample analyzed by the EPA certified <i>Method 1623: Cryptosporidium and Giardia in Water by Filtration/IMS/FA</i> (EPA 815-R-05-002), including all matrix spike analyses required by the method.	No Bid	\$360.00
006	Each	1	Drinking water sample analyzed by the EPA certified <i>Method 1622: Cryptosporidium and Giardia in Water by Filtration/IMS/FA</i> (EPA 815-R-05-001), including all matrix spike analyses required by the method.	No Bid	No Bid
007	Each	1	Drinking water sample analyzed by the EPA certified <i>Method 1623.1: Cryptosporidium and Giardia in Water by Filtration/IMS/FA</i> (EPA 816-R-12-001), including all matrix spike analyses required by the method.	\$375.00	No Bid
008	Each	1	Additional fee for emergency or priority samples, as defined in the scope of work that must be analyzed immediately upon receipt.	\$200.00	\$50.00
009	Each	1	Fee schedule for consultation and testimony related to a certain test.	\$300.00	\$150.00hr
010	Each	1	Fee schedule for consultation and testimony not related to any certain test.	\$300.00	\$150.00hr
011	Each	1	Fee schedule for expert witness.	\$300.00	\$200.00hr
012	Each	1	Fee schedule for trial preparation.	\$300.00	\$200.00hr

*** 12 Items Awarded ***

DEPARTMENT OF HEALTH

SCIENTIFIC LABORATORY DIVISION

CHEMISTRY BUREAU

FEE SCHEDULE

FISCAL YEAR 2021

AIR AND METALS SECTION

WTU/FEE SCHEDULE **FY2021**

	WTU Water	WTU Other	PRICE Water	PRICE Other	APPROXIMATE TURNAROUND TIME
Filter for Lead (EPA 200.8 ICP-MS Metals, Filter): Pb	Not Applicable	40	Not Applicable	\$50.00	8 weeks
Single Metal Analysis (EPA 245.1 CVAA Mercury): Hg	30	Not Applicable	\$30.00	Not Applicable	8 weeks
Single Metal Analysis (EPA 245.5 CVAA Mercury): Hg	Not Applicable	60*	Not Applicable	\$60.00	8 weeks
Individual Metal Analyses (EPA 200.7 ICP-OES Metals): Al Ba Be B Cd Ca Cr Co Cu Fe Mg Mn Mo Ni K Si Ag Na Sr V Zn	20 per element up to 3+	40 per element up to 3+	\$25.00 per element up to 3+	\$50.00 per element up to 3+	6/8 weeks
Individual Metal Analyses (EPA 200.8 ICP-MS Metals): Al Sb As Ba Be Cd Cr Co Cu Pb Mn Hg Mo Ni Se Ag Ti U V Zn	20 per element up to 4+	40 per element up to 4+	\$25.00 per element up to 4+	\$50.00 per element up to 4+	6/8 weeks
Group Metal Analysis, Scan (EPA 200.7 ICP-OES Metals): Al Ba Be B Cd Ca Cr Co Cu Fe Mg Mn Mo Ni K Si Ag Na Sr V Zn	60	120	\$75.00	\$150.00	8 weeks
Group Metal Analysis, Scan (EPA 200.8 ICP-MS Metals): Al Sb As Ba Be Cd Cr Co Cu Pb Mn Hg Mo Ni Ag Se Ti U V Zn	80	160	\$100.00	\$200.00	8 weeks
SDWA Lead & Copper (EPA 200.8 ICP-MS Metals): Pb Cu	40	Not Applicable	\$50.00	Not Applicable	4 weeks
SDWA Group I (EPA 200.8 ICP-MS Metals): Sb As Ba Be Cd Cr Hg Ni Se Ti	80	Not Applicable	\$100.00	Not Applicable	8 weeks
SWQB Dissolved Metals (EPA 200.7 ICP-OES Metals, 200.8 ICP-MS Metals): Al Sb As Ba Be B Cd Ca Cr Co Cu Pb Mg Mn Hg Mo Ni Se Ag Ti U V Zn	140	Not Applicable	\$175.00	Not Applicable	8 weeks
SWQB Total Metals (EPA 200.7 ICP-OES Metals, 200.8 ICP-MS Metals, 245.1 CVAA Mercury, SOP 41414 HM Non Drinking Water Digest): Al Sb As Ba Be B Cd Ca Cr Co Cu Pb Mg Mn Hg Mo Ni Se Ag Ti U V Zn	185	Not Applicable	\$220.00	Not Applicable	8 weeks
SWQB Total Mercury/Total Selenium (EPA 245.1 CVAA Mercury, 200.8 ICP-MS Selenium, 41414 HM Non Drinking Water Digest): Hg Se	65	Not Applicable	\$70.00	Not Applicable	8 weeks
4CSBC Metals (EPA 200.8 ICP-MS Metals): As Cd Mn Ti U	80	Not Applicable	\$100.00	Not Applicable	8 weeks
4CSBC Arsenic (III) (EPA 200.8 ICP-MS Metals): As (III)	20	Not Applicable	\$25.00	Not Applicable	8 weeks
UCMR4 Germanium & Manganese (EPA 200.8 ICP-MS Metals, 41418 HM Drinking Water Digest): Ge Mn	55	Not Applicable	\$65.00	Not Applicable	8 weeks
Calcium & Magnesium, for hardness (EPA 200.7 ICP-OES Metals): Ca Mg	40	Not Applicable	\$50.00	Not Applicable	8 weeks
Cations (EPA 200.7 ICP-OES Metals): Na K Ca Mg Fe Mn	60	Not Applicable	\$75.00	Not Applicable	8 weeks
Total Solids (SOP 41903)	Not Applicable	15	Not Applicable	\$15.00	See Main Results
Acid Digestion (SOP 41414 HM Non Drinking Water Digest)	15	Not Applicable	\$15.00	Not Applicable	Not Reported
Acid Digestion (SOP 41415 HM Solid Digest)	Not Applicable	25	Not Applicable	\$25.00	Not Reported
Acid Digestion (SOP 41418 HM Drinking Water Digest)	15	Not Applicable	\$15.00	Not Applicable	Not Reported
Acid Digestion (SOP 41419 HM Filter Digest)	Not Applicable	25	Not Applicable	\$25.00	Not Reported
PM 10 (AQ 8" x 10" Filter)	Not Applicable	15	Not Applicable	\$15.00	4 weeks
PM 10 (AQ 47mm Filter)	Not Applicable	15	Not Applicable	\$15.00	4 weeks
PM 2.5 (AQ 47 mm Filter)	Not Applicable	15	Not Applicable	\$15.00	4 weeks
Filter Shipping Cost	Not Applicable	NA	Not Applicable	\$1.00 / filter	Not Reported

Note: Other elements may be available upon request. Please call the Section Supervisor at **(505) 383-9033**.

Water samples with turbidity > 1 NTU, for Mercury analysis, will be run by EPA Method 245.1. Samples not needing a digestion are run by EPA 200.8.

* Biological solids (fish tissue), run by cold vapor mercury analyzer are charged as 'other'.

* Non-biological solids (soils, sediments) run by CVAA are charged as 'other'.

Metals in biological matrices such as urine may be run in a different section (CTAR), but will be charged as a water sample

Metals on solid matrices such as blood spots may be run in a different section (CTAR), but will be charged as 'other'.

High priority samples will be double the cost, turnaround times are shown as a guide only.

Additional paper copies of reports will be charged at \$2.00 per copy, to cover printing and mailing costs. The prices above include one paper copy

CTAR SECTION
WTU/FEE SCHEDULE FY2021

DESCRIPTION	APPROXIMATE		
	WTU	PRICE	TURNAROUND TIME
4CSBC Metals (by ICP-MS): As Cd Mn Tl U	150	\$150.00	8 weeks
4CSBC Pyrethroid (by LC/MS/MS): Pyr	120	\$120.00	8 weeks
Multiple Toxic Elements (by ICP-MS): As Ba Be Cd Pb Tl U	150	\$150.00	8 weeks
Arsenic (by ICP-MS): As	20	\$25.00	8 weeks
Lead (by ICP-MS): Pb	20	\$25.00	8 weeks
Uranium (by ICP-MS): U	20	\$25.00	8 weeks
Creatinine (by FIA in Urine)	20	\$20.00	8 weeks

Note: Other elements may be available upon request. Please call the Section Supervisor at **(505) 383-9027**.

Turnaround times are shown as a guide only

ORGANIC CHEMISTRY SECTION
WTU/FEE SCHEDULE FY2021

DESCRIPTION	WTU Water	WTU Other	PRICE Water	PRICE Other	APPROXIMATE TURNAROUND TIME
SDWA Organic Disinfection Byproduct Suite (EPA 524.2 SDWA TTHM, 552.2 HAA5)	180	Not Applicable	\$190.00	Not Applicable	6 weeks
SDWA HAA5 (EPA 552.2 SDWA Haloacetic Acids)	120	Not Applicable	\$110.00	Not Applicable	6 weeks
SDWA HAA5 (EPA 552.3 SDWA Haloacetic Acids)	120	Not Applicable	\$110.00	Not Applicable	6 weeks
SDWA TTHM (EPA 524.2 SDWA Total Trihalomethanes)	60	Not Applicable	\$80.00	Not Applicable	4 weeks
SDWA VOCs I (40 CFR 141.61a) (EPA 524.2 SDWA Volatile Organic Compounds I)	60	Not Applicable	\$105.00	Not Applicable	4 weeks
SDWA Full Suite Semi-volatiles (SOCs = 40 CFR 141.61c) (EPA 504.1, 508.1, 515.4, 525.2, 531.2, 547, 548.1, 549.2)	1030	Not Applicable	\$1,135.00	Not Applicable	8 weeks
SDWA Acid Herbicides (EPA 515.4 SDWA Acid Herbicides)	190	Not Applicable	\$200.00	Not Applicable	8 weeks
SDWA Carbamates (EPA 531.2 SDWA Carbamates)	150	Not Applicable	\$160.00	Not Applicable	8 weeks
SDWA Diquat (EPA 549.2 SDWA Diquat)	125	Not Applicable	\$130.00	Not Applicable	8 weeks
SDWA Endothall (EPA 548.1 SDWA Endothall)	150	Not Applicable	\$160.00	Not Applicable	8 weeks
SDWA Glyphosate (EPA 547 SDWA Glyphosate)	150	Not Applicable	\$160.00	Not Applicable	8 weeks
SDWA SOCs (EPA 525.2 SDWA Synthetic Organic Compounds)	120	Not Applicable	\$130.00	Not Applicable	8 weeks
SDWA SOCs (EPA 525.3 SDWA Synthetic Organic Compounds)	120	Not Applicable	\$130.00	Not Applicable	8 weeks
SDWA Chlordane, Toxaphene, PCBs (EPA 508.1 SDWA Chlordane, Toxaphene, PCBs)	90	Not Applicable	\$110.00	Not Applicable	8 weeks
SDWA SOCs + Chlordane, Toxaphene, PCBs (EPA 525.2 SDWA SOCs, 508.1 SDWA Chlordane, Toxaphene, PCBs)	210	Not Applicable	\$240.00	Not Applicable	8 weeks
SDWA VOCs II EDB & DBCP (EPA 504.1 SDWA Volatile Organic Compounds II EDB)	55	Not Applicable	\$85.00	Not Applicable	8 weeks
Mass Spec VOCs (EPA 8260B SW846 Mass Spec VOCs)	120	240	\$170.00	\$340.00	4 weeks
Appendix IX Mass Spec VOCs (EPA 8260B SW846 Mass Spec VOCs Appendix IX)	150	300	\$210.00	\$420.00	4 weeks
B/N Semi-volatiles, no phenols (EPA 8270D SW846 Base/Neutral Semi-volatiles)	235	470	\$245.00	\$490.00	8 weeks
B/N/A Semi-volatiles (EPA 8270D SW846 Base/Neutral/Acid Semi-volatiles)	235	470	\$245.00	\$490.00	8 weeks
B/N/A Pesticides (EPA 8270D SW846 Base/Neutral/Acid Pesticides)	100	200	\$115.00	\$230.00	8 weeks
OCPs (EPA 608/8081 SW846 Organochlorine Pesticides)	100	200	\$115.00	\$230.00	8 weeks
PCBs (EPA 8082 SW846 Polychlorinated Biphenyls)	80	160	\$95.00	\$190.00	8 weeks
Dioxane (EPA 522 Dioxane)	200	Not Applicable	\$200.00	Not Applicable	8 weeks
UCMR4 Total Microcystins by ELISA (EPA 546 Total Microcystins)	150	Not Applicable	\$150.00	Not Applicable	8 weeks

If needs exist which are not addressed here, please call **(505) 383-9030**.

Please call for assistance if you require special QC reports, special detection limits, turnaround times, etc., or if your samples present an unusual matrix.

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Additional paper copies of reports will be charged at \$2.00 per copy, to cover printing and mailing costs. The prices above include one paper copy

RADIOCHEMISTRY SECTION
WTU/FEE SCHEDULE FY2021

DESCRIPTION	WTU VALUE	PRICE (each)	APPROXIMATE TURNAROUND TIME
Drinking Water Sequential (40 CFR 141.66 b,c,e)†	490 +	\$340.00 +	8 weeks
Baseline Gross Alpha, Radium-226, Radium-228, Uranium by ICP-MS (SM 7100B, EPA 903.1, 904.0, 200.8)	490	\$340.00	8 weeks
SWQB Sequential*	120 +	\$105.00 +	8 weeks
Gross Alpha and/or Beta (EPA 900.0 Gross Alpha and/or Beta)	120	\$105.00	8 weeks
Radium-226 (EPA 903.1 Radium-226)	140	\$105.00	8 weeks
Radium-228 (EPA 904.0 Radium-228)	190	\$105.00	8 weeks
Uranium by ICP/MS (EPA 200.8 Uranium by ICP-MS)	40	\$25.00	8 weeks
Uranium-234/238 (U-02-RC Uranium-234/238 Isotope ratio)	140	\$160.00	8 weeks
Gamma Scan, enquire (EPA 901.1 Gamma Scan, 60-1850 keV)	120	\$105.00	6 weeks
Plutonium-238/(239 + 240), enquire**	160	\$210.00	8 weeks
Americium-241, enquire**	160	\$210.00	8 weeks
Pyrosulfate Fusion for Radium-226 or Radium-228, when needed	30	\$35.00	NA
Soils, Sediment - dry, mill and grind (done as needed - not listed as an analysis)	30	\$35.00	NA

Other analyses may be available upon request. Please call the Section Supervisor at **(505) 383-9037**.

† Add \$160.00 if isotopic uranium analysis is triggered.

*Minimum. If additional analyses are required, i.e. Radium-226, Radium-228, or Uranium, extra charges and analysis time will be added per those analyses.

**Please contact SLD to discuss analytical request, sample matrix, analytical requirements, special reports, etc.

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WATER CHEMISTRY SECTION
WTU/FEE SCHEDULE FY2021

DESCRIPTION	WTU Water	WTU Other	PRICE Water	PRICE Other	APPROXIMATE TURNAROUND TIME
Alkalinity (SM 2320B Alkalinity, Bicarbonate, Carbonate, pH)	20	Not Applicable	\$20.00	Not Applicable	6 weeks
Ammonia (EPA 350.1 Ammonia)	20	Not Applicable	\$20.00	Not Applicable	4 weeks
Chloride (EPA 300.0 Part A Anions - Chloride)	20	Not Applicable	\$20.00	Not Applicable	5 weeks
Chloride - Sulfate (EPA 300.0 Part A Anions - Chloride - Sulfate)	40	Not Applicable	\$40.00	Not Applicable	5 weeks
Chloride & TDS (EPA 300.0 Part A Anions, SM 2540C TDS)	45	Not Applicable	\$45.00	Not Applicable	5 weeks
Color (SLD Screen Color)	10	Not Applicable	\$10.00	Not Applicable	3 weeks
Conductivity (SM 2510B Conductivity)	10	Not Applicable	\$10.00	Not Applicable	3 weeks
Cyanide, Free (SM 4500CN-F Free Cyanide)	20	Not Applicable	\$20.00	Not Applicable	4 weeks
Cyanide, Total (EPA 335.4 Total Cyanide)	50	Not Applicable	\$50.00	Not Applicable	4 weeks
Fluoride (SM 4500F-C Fluoride)	20	Not Applicable	\$20.00	Not Applicable	4 weeks
Major Anions (SM 2320B Alkalinity, EPA 300.0 Chloride, Sulfate, SM 2540C TDS)	85	Not Applicable	\$85.00	Not Applicable	6 weeks
Nitrate + Nitrite (EPA 353.2 Nitrate + Nitrite)	20	Not Applicable	\$20.00	Not Applicable	4 weeks
Nitrate + Nitrite, Ammonia, TKN (EPA 353.2 Nitrate + Nitrite, 350.1 Ammonia, 351.2 TKN)	70	Not Applicable	\$70.00	Not Applicable	5 weeks
Nitrate + Nitrite, TKN (EPA 353.2 Nitrate + Nitrite, 351.2 TKN)	50	Not Applicable	\$50.00	Not Applicable	5 weeks
Nitrite (EPA 353.2 Nitrite)	40	Not Applicable	\$40.00	Not Applicable	3 weeks
Nutrients (EPA 353.2 Nitrate + Nitrite, 350.1 Ammonia, 351.2 TKN, 365.4 Phosphate - Total)	100	Not Applicable	\$100.00	Not Applicable	5 weeks
Nutrients, Low (EPA 353.2 Nitrate + Nitrite, 350.1 Ammonia, 351.2 TKN, 365.1 Phosphate - Low Concentration)	95	Not Applicable	\$95.00	Not Applicable	6 weeks
Phosphate - Low Concentration (EPA 365.1 Phosphate - Low Concentration)	25	Not Applicable	\$25.00	Not Applicable	6 weeks
Phosphate - Ortho (EPA 365.1 Phosphate - Ortho)	20	Not Applicable	\$20.00	Not Applicable	5 weeks
Phosphate - Total (EPA 365.4 Phosphate - Total)	30	Not Applicable	\$30.00	Not Applicable	5 weeks
Sulfate (EPA 300.0 Part A Anions - Sulfate)	20	Not Applicable	\$20.00	Not Applicable	6 weeks
SWQB NPS Anions (SM 2320B Alkalinity, 300.0 Chloride, Sulfate, SM 4500F-C Fluoride, SLD Screen Color, SM 2510B Conductivity, SM 2540C TDS, SM 2540D TSS)	145	Not Applicable	\$145.00	Not Applicable	6 weeks
SWQB SS Anions (SM 2320B Alkalinity, 300.0 Chloride, Sulfate, SM 2540C TDS, SM 2540D TSS)	105	Not Applicable	\$105.00	Not Applicable	6 weeks
TDS & TSS (SM 2540C Total Dissolved Solids, SM 2540D Total Suspended Solids)	45	Not Applicable	\$45.00	Not Applicable	5 weeks
TDS (SM 2540C Total Dissolved Solids - TDS)	25	Not Applicable	\$25.00	Not Applicable	5 weeks
TKN (EPA 351.2 Total Kjeldahl Nitrogen - TKN)	30	Not Applicable	\$30.00	Not Applicable	5 weeks
TOC (SM 5310 Total Organic Carbon - TOC)	30	Not Applicable	\$30.00	Not Applicable	5 weeks
TSS (SM 2540D Total Suspended Solids - TSS)	20	Not Applicable	\$20.00	Not Applicable	3 weeks
Turbidity (EPA 180.1 Turbidity)	10	Not Applicable	\$10.00	Not Applicable	3 weeks

Other analyses may be available upon request. Please call the Section Supervisor at **(505) 383-9029**.

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SAFE DRINKING WATER ACT TEST DESCRIPTION and AUDIT ACTIVITY	PRICE
The operator of a laboratory seeking primary certification - administration fee, and... the tri-annual certification fee according to the standard test costs below...	\$1,000.00
OR	
The operator of a laboratory seeking secondary certification - administration fee, and... the annual certification fee according to the standard test costs below...	\$500.00
PLUS	
Cyanide, Free	\$20.00
Cyanide, Total	\$50.00
Fluoride	\$20.00
Nitrate + Nitrite	\$20.00
Nitrite	\$40.00
SDWA Group I: Sb As Ba Be Cd Cr Hg Ni Se Tl	\$100.00
SDWA Lead & Copper	\$50.00
SDWA Acid Herbicides	\$200.00
SDWA Carbamates	\$160.00
SDWA Diquat	\$130.00
SDWA Endothall	\$160.00
SDWA Glyphosate	\$160.00
SDWA Synthetic Organic Compounds + Total Chlordane, Toxaphene, PCBs	\$240.00
SDWA VOCs II	\$85.00
SDWA VOCs I	\$105.00
SDWA Trihalomethanes	\$80.00
SDWA Haloacetic Acids	\$110.00
Coliform, total - MF	\$36.00
Coliform, total MMO-MUG	\$36.00
E. coli count source water-Quanti-Tray	\$42.00
All fees are non-refundable, and test costs are charged at the current rate, according to the SLD Fee Schedule	
The above costs are for the initial certification or recertification, and will cover up to 2 site visits, as needed. If additional follow-up visits to the requesting laboratory are necessary, the following charges may necessary to cover the auditors' time and travel expenses.	
Travel (cost per mile)	\$0.45
Accommodation - in-state per-diem, including meals (except Santa Fe = \$135 per night)	\$85.00
In-state travel (includes meals - no receipts required unless requesting parking)	\$85.00
In-state travel, Santa Fe only (includes meals - no receipts required unless requesting parking)	\$135.00
In-state meals (per 24-hours - only if hotel is paid by another entity and receipts must be turned in)	\$30.00
Out-of-state per diem (includes meals - no receipts required unless requesting parking/shuttle fees)	\$115.00
Meals and incidentals (standard rate per 24-hours - meals only reimbursed when travel charged as actuals)	\$45.00
Follow-up audit inspection and/or training (charged per hour - includes preparation beforehand and report writing)	\$35.00
Review and evaluation of proficiency test data, if not done by NMED, or if not part of the above cost	\$35.00